

**Memorandum of Settlement**

ARAMARK Canada Ltd, at Timmins District Hospital (Timmins, ON)

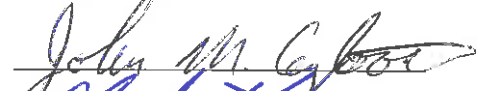

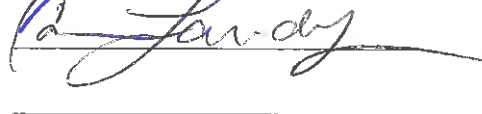
And

UNITED STEEL WORKERS on behalf on its LOCAL 9350

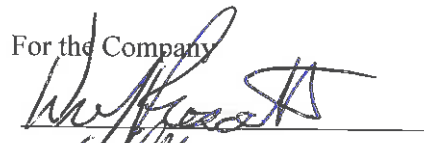
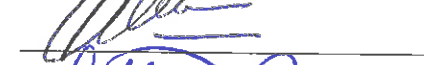

1. The Parties herein agree to the terms of this Memorandum of Settlement as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties hereby agree to recommend complete acceptance of all terms of this Memorandum to their respective principals.
3. Unless otherwise specified in writing the terms of this Memorandum of Settlement shall become effective once each of the parties has notified the other in writing of its ratification.
4. The parties herein agree that the term of the revised Collective Agreement shall be in effect from August 3, 2015 to August 2, 2018.
5. The parties herein also agree that the terms of the revised Collective Agreement shall include the unchanged terms of the previous Collective Agreement expiring August 2, 2015 in addition to attached document entitled "Appendix of Agreed-To Issues".
6. The parties further agree that the wage increases provided for within the terms of this Memorandum of Settlement and ultimately incorporated in the revised Collective Agreement will be paid to employees who are on the active payroll on the effective date contained in the collective agreement.

Signed at Timmins, Ontario this 27<sup>th</sup> day of Oct, 2015.

For the Union

For the Company



## **APPENDIX OF AGREED TO ISSUES**

Between:

ARAMARK CANADA LTD.  
At  
TIMMINS DISTRICT HOSPITAL, TIMMINS, ON  
(Hereinafter called the "Employer")

-And-  
UNITED STEEL WORKERS on behalf of its LOCAL 9350  
(Hereinafter called the "Union")

**October 26 & 27, 2015**

### **ARTICLE 15 – No Discrimination**

15.01

#### **Employer CP:**

The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or any treatment otherwise of employees based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or disability, or for any other grounds declared unlawful by the Ontario Human Rights Code as amended from time to time. Further, the Union and the Employer agree that every employee has the right to work in an environment free from harassment, where personal worth is acknowledged and dignity respected. The Ontario Human Rights Code requires that all employers ensure that their workplaces are free from discrimination and harassment. The Code describes harassment as a course of conduct or comment which can be words or actions that insult or humiliate a person because of race, sex, creed, religion, colour, age, national origin, sexual orientation, marital status or other prohibited grounds.

The Employer and Union agree to observe the provisions of the Ontario Human Rights Code as amended from time to time.

The Employer and the Union agree that each bargaining Unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected grounds described above against any other employee or anyone with whom the employee has contact with on the Employer's and/or client's premises during the course of the employee's workday.

~~The Employer, its employees and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of the employees membership in a Labour Union.~~

## **ARTICLE 21 – Health & Safety**

### **Employer CP:**

#### **21.01**

**The Employer and the Union recognizes the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interest of all parties to at all times comply with The Occupational Health & Safety Act and Regulations as amended from time to time.**

~~21.01 Recognizing its responsibilities under the applicable legislation, effective December 31, 1995, the Employer agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one Representative selected or appointed by the Union from amongst the bargaining unit employees.~~

~~The employees and the Union agree to co-operate to ensure that Health and Safety standards are maintained and enforced and that the rules and regulations governing W.S.I.B. are respected.~~

21.02 Employees will be paid their regular straight time hourly rate for time spent in Health and Safety meetings and at time spent attending annual Health and Safety training.

21.03 In case of work related accident (W.S.I.B.), a copy of the Form 7 shall be provided to the employee. **Employee are required to adhere to the following procedures:**

**(a) Employees are required to report injuries to their supervisor immediately.**

**(b) Employees shall co-operate with the employer in the safe and early return to work program.**

## **ARTICLE 19 – BEREAVEMENT PAY**

19.01 **A full-time or regular part-time employee who notifies Aramark as soon as possible following a bereavement shall have up to four (4) consecutive working days without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, in order for the employee may make the arrangement for and/or attend the funeral of a member of his/her immediate family. In the event of the death or the funeral of an employee's father, mother, brother, sister, and grandparents, grandchildren or spouse's child, father, mother, brother, sister, the employee may be**

~~granted up to three (3) consecutive days off without loss of pay for the purpose of arranging the funeral.~~

**Immediate family means parent, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchild, step-parent and step-child.**

In case of death of an employee's spouse or children, the employee will be provided up to five (5) days leave with pay. The above will apply for any day that the employee was scheduled to work within such five (5) day period from the date death occurred.

In addition to the above, if the employee must travel more than 300 kilometers or if a winter death results in a spring/summer burial, the Employer will pay the time absent for this additional bereavement day. The Employee will be compensated for a winter death or travel beyond 300 kilometers, not both.

In the event of the death of an employee's aunt, uncle, niece or nephew, the employee will be provided one (1) day leave with pay.

- 19.02 The employee may take an unpaid leave of absence up to three days in addition to the leave provided in Article 19.01
- 19.03 Any claim for bereavement pay must be submitted by the employee to the Company, in writing, along with proof of bereavement in the employee's immediate family.

#### **ARTICLE 24 – DURATION, CHANGE, RENEWAL**

- 24.01 This collective agreement shall be effective and in force from August 3, 2012~~5~~, until August 2, 201~~58~~ and thereafter from year to year unless either party notifies the other party of its intention to amend, modify, change or terminate this collective agreement.
- 24.02 Either party desiring to amend, modify, change or terminate this collective agreement shall notify the other party in writing of its desire not more than ninety (90) days nor less than thirty (30) days of this collective agreement.
- 24.03 Should any part of this collective agreement or any provision herein be rendered or declared invalid, such invalidation of such part or provision shall not invalidate the remaining parts or provisions hereof; provided, however, that upon such invalidation, the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected.

## ARTICLE 20 – DEFINITION OF PART-TIME EMPLOYEE

20.01 A regular part time employee is defined as an employee who regularly works less than ten (10) shifts per pay period or less than seventy-five (75) hours per pay period.

**Where part-time employees voluntarily decline three (3) call-in shifts over a three (3) month period from the date of the first declined shift, the Employer reserves the right to place the employee at the bottom of the Call-in list for part-time and casuals.**

A regular full time employee is defined as an employee who regularly works ten (10) shifts per pay period or seventy-five (75) hours per pay period.

### **ADD New:**

**A casual employee is defined as an employee without scheduled work hours. The employee covers off replacement shifts, vacation coverage, sick days etc after the part-time pool has been exhausted. This employee is not eligible for benefits or pay in lieu of benefits.**

**ADD Casual Rate: \$12.75 (for 3 years)**

### Temporary Replacement

Part-time employee may replace a full time employee for a specific term not to exceed six (6) months to replace an employee on approved leave of absence, absence due to W.S.I.B. disability, sick leave or long-term disability.

Following the above-mentioned six (6) month period, the full time position will be posted immediately and the employee who has successfully claimed and filled the position will be entitled to full benefits.

It is further understood that upon return of original incumbent, the temporary employee will revert back to part time status.

## ARTICLE 7 – Holidays with Pay

7.02 **Effective Monday after Ratification, four (4) ~~Three (3)~~ floating holidays per calendar year for each regular full time employee will be granted in addition to the above-named holidays and must be used prior to December 31. One (1) of the floating holidays can be used on Easter Monday.** Such floating holiday will be paid at the employee's regular rate of pay equivalent to his regular daily hours of work. Except for emergency situations, requests for a floater are to be submitted in writing to the Supervisor at least five (5) working days prior to the posting of the schedule per Article 11.01. Requests will not be unreasonable

**ARTICLE 10.03 - Footwear**

The Company will provide three (3) uniforms to full-time employees, and two (2) uniforms to part time employees **annually in November**. **Effective Monday after ratification, annual footwear allowance of \$75.00 ~~50.00~~** will be provided to Full Time employees and **\$50.00 ~~25.00~~** will be provided to Part Time employees. This allowance is payable upon presentation of a purchase receipt. Footwear must comply with the policy of the Hospital.

**NEW Article – Dr’s Note**

**Where the employee is to submit an Attending Physician’s Report (APR) for more than three (3) or more consecutive days of absence, the employee will pay for the cost.**

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**ARTICLE 23 – WAGE SCHEDULE**

23.01

Employer CP: Use current wage schedule

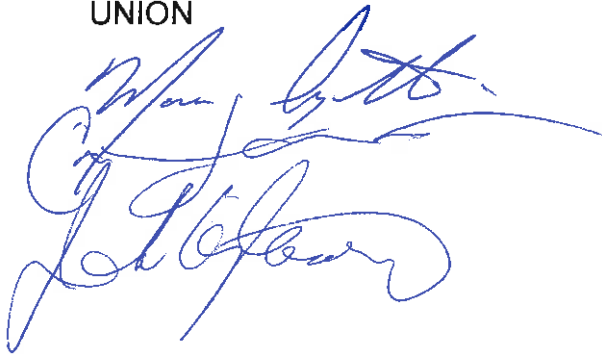
**Year 1: Wage increase effective August 3, 2015 = 1.5% (retroactive payment)**

**Year 2: Lump sum payment equivalent to 1.5% of earnings for all hours worked between August 3, 2016 – August 2, 2017**

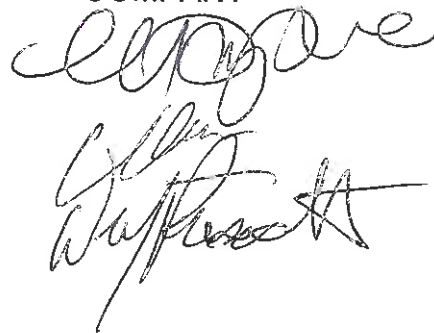
**Year 3: Lump sum payment equivalent to 1.5% of earnings for all hours worked between August 3, 2017 – August 2, 2018**

Signed on Oct 27/2015 in Timmins, Ontario

UNION



COMPANY



**Memorandum of Settlement**

ARAMARK Canada Ltd, at Timmins District Hospital (Timmins, ON)

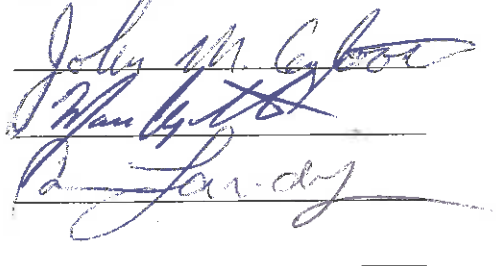
And

UNITED STEEL WORKERS on behalf on its LOCAL 9350

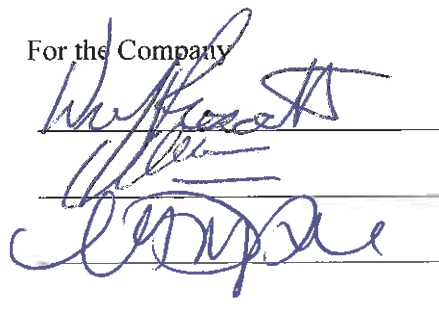
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Signed at Timmins, Ontario this 27<sup>th</sup> day of Oct, 2015.

For the Union

  
Three handwritten signatures in blue ink are written over three horizontal lines. The signatures appear to be 'John M. Gibson', 'D. Hanley', and 'P. Landry'.

For the Company

  
Three handwritten signatures in blue ink are written over three horizontal lines. The signatures appear to be 'W. Rosati', 'J. [unclear]', and 'C. [unclear]'.