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Unit No. 73A

SOURCE	<i>Union</i>		
EFF.	<i>94</i>	<i>02</i>	<i>01</i>
TERM.	<i>97</i>	<i>01</i>	<i>31</i>
No. OF EMPLOYEES	<i>73</i>		
NOMBRE D'EMPLOYÉS	<i>80</i>		

COLLECTIVE AGREEMENT

BETWEEN

SERVIFOOD LIMITED
(hereinafter referred to as "The Employer")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. OF L., C.I.O., C.L.C.
(hereinafter referred to as "the Union")

FEBRUARY 1, 1994 - JANUARY 31, 1997

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The parties agree that it is beneficial and desirable to arrange and maintain mutually satisfactory earnings, labour standards, wage rates and working conditions, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

ARTICLE 2 - UNION RECOGNITION

2.01 Servifood Ltd. recognizes the Union as the sole and exclusive bargaining agent for all its employees in the Province of Ontario save and except Unit Managers, persons above the rank of Unit Manager, persons regularly employed for not more than twenty (20) hours per week, students employed during the school vacation period., office and clerical employees.

For the purpose of clarity any unit with more than five (5) full-time employees may have an excluded Unit Manager.

2.02 No full-time bargaining unit position will become a part-time positions.

ARTICLE 3 - UNION SECURITY

3.01 Employees shall be free to join, or not join, the Union, but shall pay union dues in accordance with Article 3.02.

3.02 In accordance with Article 3.01, the Employer shall deduct dues, or the equivalent from all employees as from the date of hire, as set forth in the constitution and by-laws of the Union, or any minute authorizing changes in such dues or equivalent, and shall remit the same, together with a list of names of all employees and their respective gross pay and unit number, from whom the deductions were made, showing the amount deducted to the Secretary-Treasurer of the Union by the twenty-fifth (25) day of the month for which the deduction was made. The Employer

shall deduct dues only for the current pay period **except** where arrears result from a Employer error.

The Employer shall also provide for the deduction of Union administration fees from employees. Further, the Employer agrees to provide the Union a status change list on a monthly basis, at the same time as the dues print-out.

ARTICLE 4 - UNION REPRESENTATION

4.01 The Employer shall recognize that the number of chief stewards and union stewards be limited to four (4) in Toronto, four (4) in Ottawa, and one additional steward per city or area.

The Union shall notify the Employer in writing of its chief stewards and union stewards and their respective districts. The names and addresses of the union stewards and all union notices approved by the District Manager, shall be posted in the units of each stewardship.

4.02 Provided a chief steward or steward obtains permission from his/her immediate supervisor, he/she shall be allowed a reasonable amount of time away from his/her regular duties without loss of pay to investigate and adjust grievances at Step 1 and 2 of the grievance procedure, in person in the unit in which he/she is employed, and by telephone for other units of his/her stewardship.

4.03 With permission from his/her area supervisor, a steward shall be allowed a reasonable amount of time away from his/her regular duties without loss of pay for on-site investigation and adjustment of grievances at step 1 and step 2 of the grievance procedure in units of his/her stewardship, other than the one in which he/she is employed.

4.04 The parties agree to the establishment of a Union-Management Committee consisting of two members of management and two members of the Union, who shall choose an independent chairperson. The committee shall meet upon the written request of either party or as a minimum, semi-annually.

All members attending these meetings shall undertake to bring with them any documents which may be required in order to discuss the items on the agenda,

The committee shall have the power to make recommendations only, and shall jointly bear the fees and expenses of the Union-Management committee chairperson, if any.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that **it is** the function of management to manage **the** affairs of the business, and to direct the working force of the employer subject only to the provisions **of** this agreement, including the grievance procedure.

Such management functions shall include, but not be limited to:

- (a) Determine the products, services and schedules **of** production and services, and the methods **or sequences** of manufacturing or other processes.
- (b) Maintain **discipline** of employees, including the right to make and enforce reasonable rules and regulations.
- (c) Discharge, suspend, discipline or demote for just **and** reasonable cause, and also to **hire**, transfer, promote, demote and assign employees to location and shifts, and competence, ability and seniority shall be taken into account, all other factors being equal.

5.02 The Employer agrees that in the event of a discharge, suspension, demotion or discipline, the reason for such action shall **be** given in writing to the employee concerned. **The** employee shall sign in receipt **of** same, retain the original, and one carbon copy shall **be** forwarded **by** the Employer, **at** the same time, to the office **of** the union local. **If** the memorandum for minor infractions **is** placed on file, **it** shall be destroyed at the end of nine **(9)** months.

5.03 An employee who is transferred at the instigation **of** the employer shall have expenses paid according to **Servifood** policy attached and shall be provided with written reason for **the** transfer.

5.04 The Employer shall exercise **its** right to direct the working force in an equitable and fair manner.

ARTICLE 6 - JOB SECURITY

6.01 Subject to Article 18.01(c), the senior most employee will receive the **maximum** number of available hours where skill, ability and efficiency of the senior employee is shown to fulfill the job within the classification.

6.02 Where circumstances are under the control of the employer, employees shall be given a minimum of 10 working days' notice before being transferred or laid off. This notice will **be** provided **for** in all cases of **layoff** including temporary reductions in hours **of** work. Furthermore, the employer agrees to advise the Union, immediately, of confirmed changes in

business patterns which **may** have a major effect on the employees. Employees whose units close **may** exercise their bumping rights in accordance with the collective agreement.

6.03 The employer **agrees** that no supervisor shall perform **work** normally performed by bargaining unit personnel if such work would result in the lay **off** or reduction in hours **of** said personnel.

6.04 Consistent with the primary purpose of the employer, **but not to be** construed as a guarantee **of** employment or income, the employer agrees to the following:

- (a) **Where** changes in business patterns necessitate a reduction in staff or hours of work affecting any employee, before any action is taken to terminate the employee's **job** or to reduce hours **of work** and subsequent **wages** or salary, every reasonable **effort** shall be made to maintain full **time** employment and income level **by** such means as reschedule hours of work, changes in **job** content, transfer to other employment, training opportunities, reduction in part-time employees' **hours** within the business unit, etc.

6.05 It shall be a requirement that the **Employer** recall all employees on a **lay off** as vacancies occur, **by** seniority within their classification. If an employee is not recalled within a period of two years he or she shall be deemed to have been terminated.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union and the **Employer** agree that there shall **be** no strikes or lockouts during **the** term of this agreement, **as** those words are defined in the Ontario **Labour** Relations Act.

7.02 In the **event** that a client of the Employer **is** subject to strike action, and its premises **being** picketed **by its** employees, **and** where the client **still** requires **the** services of the catering unit of **Servifood**, the Employer shall endeavour to provide safe conduct through the picket lines **for** the employees **of** the catering unit serving that particular client. Where protection from **physical** injury or abuse cannot be provided, the employees shall not **be** required to cross **the** picket line.

ARTICLE 8 - ESTABLISHED PRACTICES

8.01 Except **as** specifically provided in this Agreement, seniority and service status **of** employees shall be continued during the lifetime of this agreement.

8.02 The parties agree that no one individual employee or member of management shall make any agreement which is contrary to any of the provisions of this collective agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of both parties that any grievance or complaint be adjusted as quickly as possible. In this endeavour the following procedure shall apply.

Before the written grievance is filed, the employee must take up the grievance in verbal fashion with the supervisor and receive a verbal reply within two (2) working days since the occurrence of the incident that brought about the grievance, Failing a satisfactory outcome, the employee shall then proceed to the following grievance steps as mentioned in Article 9.01.

Step 1: Failing settlement of the complaint or grievance in a verbal discussion, a written grievance may be submitted to either the excluded supervisor or district manager within five (5) working days.

step 2

Failing settlement of the grievance at step one, the employee, or union, may submit the written grievance to the Director of Operations or his designate within seven (7) working days of receiving the reply of Step 1. The Director of Operations or his designate shall convene a meeting for the parties to consider the grievance. A Union staff representative will be present at all such meetings if requested by either party. A final decision on the matter will be issued by the Director of Operations or his designate within seven (7) working days of the meeting.

9.02 In the event of the absence of any official for either the Employer or the Union is participating in the grievance procedure, a substitute employer representative or union representative shall be appointed by the absent officer to represent him/her on the grievance committee.

9.03 Where on-site inspection and investigation are necessary, the parties agree that hearings at Step 2 of the grievance procedure shall take place in the area in which the incident giving rise to the grievance occurred. The determination of the necessity of on-site inspection and investigation shall rest jointly with the Union representative and the employer Director of Operations.

9.04 Time limits may be extend by mutual agreement.

9.05 The Employer and the Union agree to recognize each other's grievance committee, each to be comprised of not more than 3

persons, exclusive of witness and recording secretaries. Members of the grievance committee shall not lose pay for time spent during regularly scheduled working hours in meeting with management representatives.

ARTICLE 10 - POLICY GRIEVANCE

10.01 If the Employer is alleged to have violated any provision of this agreement and such violation;

- (a) involves a general group of employees,
- (b) involves a general policy of practice,
- (c) involves termination of a permanent employee.

The Union may initiate and process the statement of grievance on behalf of the aggrieved employees, or the union, as the case may be. Similarly, the employer may initiate and process grievances against the union, its officers, agents or stewards.

10.02 These special grievances must be instituted, beginning at Step 2 no later than seven (7) working days following the incident giving rise to the grievance. In the case of a servifood grievance, Article 9 (Step 2) shall be read with the onus on the Union to call such meetings and to reply to the grievance.

ARTICLE 11 - ARBITRATION

11.01 Where a grievance is not settled through the grievance procedure, or where there is an unresolved question as to whether or not a matter is arbitrable, either of the parties may notify the other party in writing of its desire to submit the grievance or question to arbitration, no later than five (5) working days after receiving the answer in Step 2, and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, advise the other party of the name of its nominee to the arbitration board.

The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint a chairperson or if the two nominees fail to agree upon a chairperson within a further five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party or its nominee. No person may be appointed as a nominee or chairperson who has been involved in any attempt to negotiate or settle the grievance.

11.02 The Arbitration Board shall hear and determine the grievance or question and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board but, if there is no majority, the decision of the chairperson shall govern.

11.03 The Board shall not have the power to alter, modify or amend this agreement, nor to render any decision inconsistent with the provisions thereof.

11.04 Each of the parties shall bear the fees and expenses of the chairperson of the arbitration board, if any.

11.05 It is understood, and agreed that in cases where the arbitration board finds that the employer or the union has violated any of the provisions of this agreement, and that such violation has resulted in a loss of regular wages to the employee, or if revenue to the employer, the board shall have the authority to order the party at fault to pay such lost wages or lost revenue to the employee or employees, or to the employer, either in full or in part as the board may deem just and equitable in the circumstances.

11.06 At any stage of the grievance procedure, including arbitration, each of the parties may have the assistance of the employee or employees concerned, and any necessary witnesses. All reasonable arrangements shall be made to permit the parties and/or the arbitration board to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 New employees shall be considered as probationary employees until they have worked fifty (50) days.

12.02 Probationary employees shall not be entitled to any other benefits except for rates of pay, overtime rates, premium rates and any other benefits to which they would be entitled under employment standards regulations.

12.03 Probationary employees may be dismissed at the sole discretion of the employer during their probationary period.

ARTICLE 13 - SENIORITY

13.01 An employee's seniority shall cease and his/her name shall be removed from the seniority list as of the date of termination of employment. In the event an employee is rehired, his/her seniority shall accrue from the employee's most recent date of hire.

13.02 In cases of vacancy, promotion, vacation scheduling, transfer, lay-off, termination and recall, all factors being equal, seniority will be the governing factor.

13.03 For the purpose of this agreement, seniority shall be exercised as follows:

- (a) On a unit basis firstly and on a geographic location basis secondly in respect to all other employees.
- (b) Employees who's locations are closed may exercise their bumping rights in accordance with their seniority as per (a).

13.04 The Employer agrees to provide to the Union a copy of the seniority list each year by the end of March, showing each employees' seniority effective as of the preceding December 31.

13.05 Those employees of Servifood Ltd. who were previously employed by the Canadian National Institute for the Blind, shall have their seniority date recognized as their start date with the C.N.I.B.

13.06 The Employer shall give each employee in the bargaining unit who has seniority and is to be laid off, notice in writing of the layoff in accordance with the Employment Standards Act.

ARTICLE 14 - JOB AND SHIFT OPPORTUNITY

14.01 The parties agree to follow the procedures outlined below to provide an opportunity for employees to register their preferences for jobs', and to geographic locations:

- (a) For the purpose of convenience in accommodating an employee with a similar job at the same wage level either within or outside the district in which he/she works, an employee shall write a letter to his/her District Manager with a copy of his/her union provincial office, setting out his/her qualifications. The District Manager shall forward a copy of the letter to the District Manager/Operator within his/her own district, and accordingly the persons shall be considered in accordance with section 13.02 when a permanent vacancy arises.
- (b) Unit operators, unit assistants and registered blind personnel shall be permitted to follow the foregoing procedure to apply for permanent vacancies which would provide a promotional opportunity (higher wage level) for the employee. All other employees shall have a similar opportunity within the district in which they work.

It is clearly understood that employees exercising their rights under these clauses shall be responsible for any and all moving and associated **expenses** incurred by the individual and must be prepared to report to the new location within one (1) week of being notified of his/her acceptance or at such other time as may be mutually agreed upon.

14.02 shift employees, upon request, and **where** suitable day work is available and where suitable replacement for the shift work is available, must be considered for day **work**, and seniority shall be taken into account, all other factors being equal.

ARTICLE 15 - JOB POSTING

15.01 Where a vacancy occurs above the general help classification within the bargaining unit or a new position **is** created such vacancy shall **be** posted for a period of ten (10) working **days** in all locations within the metropolitan area.

15.02 **The** posting referred to in 15.01 shall stipulate the qualifications, classification, department and shift and a **copy** shall be provided to the union office.

15.03 Employees shall be selected **for** positions under either article 15.01 on the basis of their skill, ability and experience. Where these factors are relatively equal seniority shall govern.

15.04 Temporary Job Postings - Occupational Units

(a) **A** temporary vacancy will be posted under the following conditions:

(1) **If** eight (**8**) months have passed following the commencement of an LTD leave (**it is** understood LTD commences following ninety (90) **days** of short-term sickness leave) or

(2) At the commencement of any short-term leave which has been approved to exceed eight (**8**) months.

(b) **The** appointment of the successful applicant **will** be considered "temporary" until:

(1) **Twenty-four** (**24**) months have passed since the commencement of LTD leave mentioned in **A** (1) above; or

(2) **Twelve** (**12**) months have passed since' he commencement **of** the short-term leave mentioned in **2** (**A**) above.

- (c) Should the incumbent return to his or her former position prior to the expiration of the twenty-four (24) month or twelve (12) month period, as the case may be, the applicant filling the temporary posting may be returned to his or her former position, if available, or one that is comparable and available.
- (d) The vacancy shall be declared "permanent" if the incumbent does not return from LTD after twenty-four (24) months or from short term leave after twelve (12) months and such vacancy shall be posted under Article 15.01.
- (e) This article is subject to article 6.03 and 6.04.

ARTICLE 16 - WAGES AND CLASSIFICATIONS

16.01 Wages shall be paid bi-weekly and every second Friday shall be the designated pay-day. In the event of a paid holiday, pay-day shall be prior to such holiday, Servifood shall make every reasonable effort in order to ensure that pay stubs reach employees on or before pay-day,

16.02 Employees in the classifications shown in the attached schedule entitled Schedule "A" - shall receive adjustments in pay in accordance with that schedule.

16.03 Servifood agrees to notify the Union immediately when any new classification is created, along with the proposed rate of pay for the new classification and a description of the job content. The parties agree to negotiate a rate of pay when new classifications are created, The Union shall also be advised of any classifications eliminated.

16.04 The Employer shall forthwith provide the Union with copies of all job descriptions for all jobs for all job classifications within the bargaining unit and all new or revised job descriptions established during the term of this agreement. Employees shall be paid the rate applicable to the job performed by them in accordance with the foregoing job descriptions and Schedule "A".

ARTICLE 17 - TRANSFERS

17.01 In the event an employee is transferred to a higher rated job for a period of one (1) shift, the employee shall receive the greater rate, with that rate being retroactive from the time he/she commences work at the higher rated position.

17.02 In the event an employee is permanently transferred to another job, he/she shall be paid the rate of the job to which he/she is transferred.

ARTICLE 18 - HOURS OF WORK

18.01 The following sections are not intended to be guarantees of hours of work per week.

- (a) A day is a twenty-four (24) hour period beginning with the start of the employee's shift.
- (b) The basic maximum work day is eight (8) hours of work including the established break periods, but excluding the lunch period.
- (c) The basic maximum work week is forty (40) hours of work including the established break periods, but excluding the lunch periods.
- (d) If an employee is required to travel from one unit to another during his/her regular work shift, his/her travelling time shall be considered as part of his/her shift.

18.02 Two (2) relief periods of fifteen (15) minutes shall be provided, one during the first half of the employee's shift, the employee shall be entitled to the second relief period, provided his/her total shift is not less than six (6) hours.

18.03 Employees shall be granted a one-half (1/2) hour unpaid lunch period, during which time they shall not be required to be on call or at their work stations. Where no relief is available and employees are unable to take their lunch they shall receive one-half (1/2) hours paid lunch at time and one-half (1 1/2) their regular hourly rate.

ARTICLE 19 - WORK SCHEDULES

19.01 Monthly work schedules, according to job classification shall be posted in each unit in a conspicuous place. The employee shall be notified of schedule changes by the unit Manager/Operator. In arranging work schedules, an employees' time off shall be consecutive, and a work week shall consist of five consecutive daily shifts. Time off shall consist of two (2) days off in a seven (7) day period.

19.02 If the work for which an employee is schedule to report is not available and there is no substitute work for him/her that is within his/her reasonable capacity to perform, he/she shall be paid (except in the event of an emergency) a reporting allowance of four (4) hours pay at his/her appropriate published rate.

19.03 An employee who has already left the premises of the Employer after completion of his/her scheduled shift and who is recalled for work, shall be paid double his/her appropriate

published rate of pay for all hours worked on recall. This clause shall not apply to overtime which was scheduled or arranged before the employee left the premises.

In any event, he/she shall be paid for not less than four (4) hours at twice his/her appropriate published rate of pay and reasonable transportation expenses shall be borne by the Employer.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUMS

20.0 A shift starting on or after 5 a.m., but before 12:00 noon is a first shift or day shift.

A shift starting on or after 12:00 noon, but before 8 p.m. is a second or afternoon shift.

A shift starting on or after 8 p.m., but before 5 a.m. is a third or night shift.

20.02 A shift shall be considered as worked on the calendar day on which it begins.

20.03 Shift premiums of thirty-five (35) cents per hour and fifty cents (50) per hour shall be paid for work performed on the second and third shifts respectively.

20.04 A weekend premium of twenty-five (25) cents per hour shall be paid for all hours worked during a weekend. A weekend shall be deemed to commence with the start of the first shift on Saturday and shall be deemed to end with the finish of the third shift on Sunday.

20.05 It is understood that shift premiums and weekend premiums shall not be used as a basis for the calculation of overtime shifts but shall be added to the overtime pay when overtime shifts are worked.

ARTICLE 21 - OVERTIME PREMIUMS

21.01 All overtime work shall be voluntary.

21.02 The Employer shall give notice of overtime as far in advance as is practical.

21.03 As far as possible overtime shall be "equitably" distributed among the regular employees engaged in similar work.

21.04 The Employer agrees to pay the employees one and one half (1 1/2) time their appropriate published regular straight time rates, as per Schedule "A" for all time they are required and

previously authorized to work in excess of eight (8) hours a day or forty (40) hours in a week.

21.05 Shift changes shall not be made to avoid payment of overtime in case of short notice emergencies,

21.06 When an employee is permitted by management to change from one shift to another at his/her own request and a new shift starts within the same twenty-four (24) hour period of his/her preceding shift, overtime resulting directly from the voluntary exchange of shifts shall not be paid as provided under section 21.04.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Employer agrees to abide by the provincial health and safety legislation in all work areas. The parties agree that it is compulsory for all employees to have a chest x-ray as often as may be required by provincial health authorities. The employer agrees to make such arrangements as are necessary for the required chest x-rays and the employees shall suffer no loss of regular or normal pay as a result of undergoing such examinations. Where, in the opinion of the employer, transportation is required to obtain a chest x-ray, the employer agrees to arrange and bear the cost of such transportation.

22.02 The employer agrees to provide first aid facilities as required by the workers' Compensation first aid booklet and the workers' compensation administration handbook.

22.03 Where required by the occupational health and safety act and/or the safety regulations of the client, the employer agrees to provide the following protective clothing;

- (a) Safety hats
- (b) safety glasses for employees permanently assigned. (Employees must return old pair, before the issuing of new safety glasses.)
- (c) Rubber gloves. Rubber gloves shall also be provided where recommended by a doctor. Worn gloves must be turned into the unit Manager/Operator or supervisor when replacement gloves are sought.

22.04 The Employer agrees to bear the cost of the safety shoes for all employees where the wearing of safety shoes is required under the occupational health and safety act and/or under the safety regulations of the client. However, it is recognized that the employer shall designate the supplier from which the safety shoes are to be purchased.

22.05 Where required by the Employer, uniforms shall be supplied by the Employer, in accordance with Schedule "B".

ARTICLE 23 - ANNUAL VACATION

23.01 Each employee shall be eligible for a vacation with pay as follows:

(a) Employees must request vacation for the current year by April 30th of each and every year and management agrees to respond to these requests no later than May 31st of each and every year. After this date, holidays may not be changed unless by mutual agreement. An employee may receive his/her vacation pay in the pay period prior to the commencement of vacation, if such request is made at least 4 weeks in advance of said pay period.

(b) As a general rule, employees may not request vacation for more than two (2) consecutive weeks at a time.

23.02(a) Employees with less than one (1) years services shall receive a vacation on a pro-rata basis.

(b) Employees with more than one (1) years service shall receive ten (10) working days off with pay.

(c) Employees with more than four (4) years service shall receive fifteen (15) working days off with pay.

(d) Employees with more than nine (9) years service shall receive twenty (20) working days off with pay.

(e) Employees with more than twenty years service shall receive twenty five (25) working days off with pay.

23.03 An employee's service for the purpose of this section shall be measured as of August 31st of the current vacation year. Annual vacation must be taken within the calendar year.

23.04 If an employee is absent from work for more than thirteen (13) weeks in the previous calendar year, his/her vacation pay shall be calculated on a pro-rata basis.

ARTICLE 24 - PAID HOLIDAYS

24.01 For the purposes of this article, the following holidays shall be recognized as paid holidays:

New Year's Day
Good Friday
Easter Monday

Civic Holiday
Labour Day
- 14 Thanksgiving Day

Victoria Day
Canada Day

Christmas Day
Boxing Day

Heritage Day or any other name for the holiday in February, if and when it is proclaimed by the Parliament of Canada. In addition to the above noted days all full-time employees shall be granted two (2) float days off with pay, each calendar year, on mutually agreed upon dates.

24.02 If any paid holiday falls on a Saturday or a Sunday and is not ordinarily observed on a Monday, the employee shall receive an additional day's pay, except where the client or company declares another holiday in lieu thereof, where upon this declared holiday shall be considered a day in lieu of the paid holiday.

24.03 Employees not required to work on paid holidays shall receive a regular day's pay at such employee's appropriate rate.

24.04 Employees required to work on paid holidays shall receive one and one-half (1 1/2) times their regular straight time rate of pay for all hours worked on the holiday in addition to the holiday pay.

24.05 In order to be eligible to receive pay for any of the above holidays an employee must have completed the probationary period, have worked the normal working day immediately preceding the holiday, and the normal working day immediately following the holiday or have been absent on either or both of these days due to bonafide illness or by permission.

24.06 Where past attendance or other circumstances indicate to the employer that the employee's absence immediately prior to or immediately after a paid holiday was not due to bonafide illness, the employer shall request medical proof of illness and shall withhold pay for the paid holiday until satisfactory proof of illness is provided.

24.07 Where a paid holiday falls within an employee's vacation period, he/she shall be entitled to another day off with pay at a time mutually agreeable to the employee and Unit Manager/Operator. The day off must be taken within three (3) months of the paid holiday and in any event before the end of the calendar year.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 under special circumstances, and subject to approval by the employer, infrequent leaves of absence, with or without pay, may be granted without loss of seniority. In the event the request for a leave of absence is denied, written reasons shall be provided by the employer.

25.02 Upon request, union officials shall be granted leave of absence without pay and without **loss** of seniority or status, **for** the purpose of conducting union business such as attending labour conventions, labour seminars or fulfilling duties **as** officials of the Union, and such request shall be given a minimum of two **(2)** weeks prior to **the** date of commencement **of** the leave of absence.

25.03 In the cases of death in the immediate family **of** any employee, the Employer shall grant three (3) **days'** leave **of** absence with pay at the appropriate published rate **of** pay for the purpose of attending the funeral or service.

Immediate family shall mean mother, father, mother-in-law, father-in-law, spouse, sister, brother, children, principal guardian, grandparents, grandchildren.

The employer further agrees to grant one **day's** leave without **loss** of pay to enable the employee to attend the funeral **or** service of his/her brother-in-law, sister-in-law.

25.04 An employee on the seniority list **who is** required and reports for jury duty, and has notified the employer promptly of his/her jury call, shall, for any time necessarily lost from his/her regularly scheduled work as a result thereof, be paid his/her base or straight time rate of pay and shall remit to the employer the payment he/she receives **from** jury service. Allowance ~~for meal~~ and travel expenses shall not be taken into account **as part** of **such** pay, nor shall any compensation **received** from jury duty on a day that the employee was **not** otherwise scheduled to be at work.

25.05 (a) Employees with more than **two (2)** years **of** service shall be paid from the first day of illness for the **first three** (3) illnesses requiring absence in any calendar year. Thereafter there shall be a two (2) day unpaid waiting period for each illness. The waiting period shall be waived where an absence is the result of a recurrence **of an illness** which resulted in hospitalization and which occurs within thirty (30) **days** of **such** hospitalization.

(b) A medical certificate will be required for any absence in excess of three (3) working days.

(c) Effective February 1, 1992 a U.I.C. S.U.B. plan will be added to the agreement with top up to the **maximum** allowed by law of wages **for** employees **who** qualify **for** U.I.C. **sick** benefits.

This **SUB** plan will in no way alter the current sick leave provision.

25.06 Maternity leave shall be granted in accordance with the Employment Standards' Act of Ontario.

25.07 Any registered blind employee of Servifood Ltd. shall be granted a leave of absence with pay and without loss of status or seniority upon acceptance by a registered and approved dog guide school.

25.08 In the event that a member of the bargaining unit is required to be absent from work on paid union leaves as provided for by the collective agreement, such employee shall be paid by the Employer. Subsequently, the Union shall reimburse the employer for such wages which are not covered by the collective agreement within ten (10) working days from receipt of a detailed invoice which should be provided on a monthly basis.

ARTICLE 26 - PENSION PLAN

26.01 Employees with more than two (2) years service shall be entitled to contribute and receive benefits under the employees pension fund.

26.02 Employees with more than five (5) years service must enroll in the pension fund.

26.03 The employees contribution of 2.5 percent of regular wages shall be matched by the Employer.

26.04 The parties recognize that a pension plan is available for all employees and that all employees shall be retired in accordance with Servifood written policy.

ARTICLE 27 - BENEFIT PLANS

27.01 The Employer agrees to participate in an extended health care plan, inclusive of vision care and shall pay 80% of the premium of a \$25.00 - \$50.00 deductible, no co-insurance plan for all employees in the bargaining unit upon completion of their probationary period. Extended health care to be compulsory only for employees presently enrolled and all newly hired employees. Effective March 1, 1995 remove vision care, amend yearly deductible to a \$50 - \$100 and add semi-private hospitalization.

27.02 The employer shall pay 100% of the premium of a long term disability plan for all bargaining unit employees. Eligibility begins following 17 weeks of illness or disability and the benefit level is 60% of normal monthly earnings. The employer agrees to advise all employees of their right to apply for L.T.D. coverage and to provide them with all necessary forms and/or documents to assist in the filing of L.T.D. claims following 45 calendar days of illness or disability. The

Employer to pay 100% of the premiums for group life insurance and A.D. & D. at one and one-half (1 1/2) times yearly earnings.

27.03 All employees hired after February 1, 1995 who wish to enroll in the Benefit Plans as outlined in Article 27.01 and 27.02 will be responsible for 100% of the premium payments. Upon the completion of one year of service the Employer will pay 40% of the billed premiums and following 2 years of service the Employer will pay 80% of the Premiums for Benefits outlined in Article 27.01 and 100% of the premiums for the benefits outlined in Article 27.02.

27.04 Employees on lay-off may continue to participate in the group extended health care program for up to two (2) years providing they pay to the employer the entire cost of the premiums in a timely fashion as advised by the Employer.

ARTICLE 28 - PAID HEALS

28.01 All employees who work in units where lunch or meal products are supplied shall receive their lunch or meal and shall have \$2.00 per day deducted from their pay for such lunches or meal.

ARTICLE 29 - TERM

29.01 ~~This Agreement shall become effective as of February 1, 1994 and shall remain in effect up to and including January 31, 1997 and shall automatically renew itself from year to year thereafter unless either party notifies the other of its desire to terminate or amend the agreement. Such notice shall be given in writing within the period of ninety (90) days prior to the expiration date of this agreement or any anniversary thereof.~~

29.02 Failing achievement of desired amendments through negotiations, either of the parties may submit the dispute to conciliation, and succeeding stages as set out in the Ontario Labour Relations Act. However, it is clearly understood that the parties may mutually agree on binding arbitration for any or all matters at any stage of negotiations.

29.03 In the event of arbitration proceedings being taken, conditions under section 11.01 shall apply.

DATED AT TORONTO This 11th day of April 1995.

FOR THE EMPLOYER

FOR THE UNION

A. M. in TRSAS

A. Fera

A. Barron

M. Harvey

D. Potts

AF/OP

SCHEDULE A - WAGES STRUCTURE

- (a) The following wage schedule will be implemented effective June 10, 1991.
- (b) Employees who have not reached the two year level (100%) as of June 10, 1991 will continue to progress through the wage schedule in a normal fashion and will receive their increase on their anniversary date.
- (c) Employees who have reached the two year level as of June 10, 1991 will progress to the top rate of the wage scale immediately.
- (d) Unit Operator and stand operators to be reclassified as noted :

Unit Operator "A"	Units of 3 to 5 employees
Stand Operator "A"	per shift
unit Operator "B"	Units of less than 3 employees
Stand Operator "B"	per shift
- (e) All unit attendants to be reclassified unit assistants.

SCHEDULE "A"

HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1994

	start	1 Year	2 Year	Maximum 3 Year
U.O.A./S.O.A.	\$ 7.30	\$ 8.22	\$ 9.13	\$ 9.85
U.O.B/S.O.B.	7.05	7.93	8.81	9.52
Unit Assistant	6.98	7.85	8.72	9.43
Custodians	6.79	7.64	8.49	9.19
Vending Technician	9.40	10.58	11.75	12.59
Routeman	7.62	8.58	9.53	10.27
General Maintenance	7.62	8.58	9.53	10.27
Skilled Cook	6.93	7.79	8.66	9.36
Short Order Cook	7.02	7.73	8.51	9.19
Canteen Cook	7.02	7.84	8.67	9.36
Cashier	7.02	7.73	8.51	9.19
General Help	6.47	7.07	7.83	8.49

Note: Anyone who spends seventy-five (75%) of the time when the counter is open for service as a cashier, short-order cook, or a combination cashier/short-order cook, shall receive the rate of the classification.

EFFECTIVE FEBRUARY 1, 1995

	start	1 Year	2 Year	Maximum 3 Year
U.O.A./S.O.A.	\$ 8.00	\$ 8.43	\$ 9.36	\$10.10
U.O.B./S.O.B.	7.50	8.13	9.03	9.76
Unit Assistant	7.25	8.05	8.94	9.67
Custodians	6.96	7.83	8.70	9.42
Vending Technician	9.64	10.84	12.04	12.90

Routeman	7.81	8.79	9.77	10.53
General Maintenance	7.81	8.79	9.77	10.53
Skilled Cook	8.00	8.25	8.88	9.59
Short Order Cook	7.25	7.92	8.72	9.42
Canteen Cook	7.25	8.04	8.89	9.59
Cashier	7.25	7.92	8.72	9.42
General Help	6.85	7.25	8.03	8.70

Note: Anyone who spends seventy-five (75%) of the time when the counter is open for service as a cashier, short-order cook, or a combination cashier/short-order cook, shall receive the rate of the classification.

EFFECTIVE February 1, 1996

	Start	1 Year	2 Year	Maximum 3 Year
U.O.A./S.O.A.	\$ 8.24	\$ 8.68	\$ 9.64	\$10.40
U.O.B./S.O.B.	7.73	8.37	9.30	10.05
Unit Assistant	7.47	8.29	9.21	9.96
Custodians	7.17	8.06	8.96	9.76
Vending Technician	9.93	11.17	12.40	13.29
Routeman	8.04	9.05	10.06	10.85
General Maintenance	8.04	9.05	10.06	10.85
Skilled Cook	8.24	8.50	9.15	9.88
Short Order Cook	7.47	8.16	8.98	9.70
Canteen Cook	7.47	8.28	9.16	9.88
Cashier	7.47	8.16	8.98	9.70
General Help	7.06	7.47	8.27	8.96

Note: Anyone who spends seventy-five (75%) of the time when the counter is open for service as a cashier, short-order cook, or a combination cashier/short order cook, shall receive the rate of the classification.

SCHEDULE "B"

UNIFORMS

1. The Employer shall supply each member of the bargaining unit **two (2)** complete **uniforms**.
2. Uniforms will be replaced every 24 months **if** necessary.
3. **If it is** necessary for an employee to replace his/her uniform earlier the **cost** shall be shared 50/50 with the Employer.
4. Any change in style, type or colour of uniform instituted **by** the Employer shall **not** result in any cost to the employees concerned.

**MOVING EXPENSES
RELOCATED EMPLOYEES**

EFFECTIVE: OCTOBER 1, 1990

Purpose: To state the policy of Servifood in respect to moving and attendant expenses involved in the relocation of an employee.

Policy: Servifood will be responsible for and/or compensate an employee for all direct expenses, arising through relocation.

Instructions:

(i) This policy will only apply when the relocation is at the request of Servifood.

(ii) Allowance expenses, as listed below, in the amount as indicated, may be claimed by the employee, or paid direct by Servifood, as appropriate.

(a) The cost of moving furniture and personal effects of the employee and his/her dependants, including packing costs. To initiate such a claim the employee shall normally obtain three (3) estimates from movers and will utilize the services of the lowest bidder, all other factors being equal. Copies of all estimates shall be submitted to the employer for approval. Payment shall be made by a Servifood purchase order.

(b) The cost of transporting the employee and his/her dependants to the new location. If by public carrier, coach or economy class seats will be used, unless otherwise approved by management. If by private vehicle, the equivalent tourist class air fare will be applied, including limousine cost at both ends.

(c) The cost of all accommodation and meals for the employee and his/her dependents shall be claimed. Hotel and meal cost claims will be supported by paid bills. Standard of accommodations and meal cost are to be adequate and reasonable, avoiding excess and unnecessary expenditures.

Note: Precommencement and post arrival periods must be approved by Servifood.

(d) The cost of breaking a lease shall be paid by Servifood. In such cases, such costs will be reduced to a minimum through all reasonable efforts by the employee to sublet. Management may, at their discretion, negotiate directly with the landlord if considered necessary and appropriate.

(e) For those employees who own, rent or lease accommodation, a claim for incidental moving expenses may be accepted. **This** incidental expense claim is intended to assist with the cost of disconnecting and connecting all services (water, gas, hydro, telephone, etc.)

LETTER OF UNDERSTANDING

Supplemental Unemployment Insurance Plan

1. The objective of the plan **is** to supplement the unemployment insurance benefits received by workers **for** unemployment caused by sick leave.
2. The plan will apply to all employees of **Servifood Limited** covered by this collective agreement with the **Service Employees International Union, Local 204**
3. The benefit level paid under **this** plan is set at **95%** of the employees normal weekly earnings.
4. In any week benefits payable under the plan are an amount which, when combined with unemployment insurance benefits will not exceed **95%** of the employee's normal weekly earnings.
5. It **is** required that employees have to apply for and be in receipt **of** unemployment insurance benefits to receive payments under the plan.
6. The duration **of** the benefit is limited to a period of fifteen weeks.
7. It **is** understood that payments under the plan are financed by the employer who is keeping separate accounts for those payments.
8. Written notice **of** any change to the plan must be given to the unemployment insurance commission within **30** days after the effective date of the change.
9. It **is also** understood that employees have no vested right to payments under the plan except to payments during the period stated above **(6)**.
10. Payments received under the **SUB** plan are not affecting **any** other payments receivable in respect of guaranteed annual remuneration or in respect of deferred remuneration or **servance** pay benefits.

SERVIFOOD LIMITED

S.E.I.U., LOCAL 204

A. F.

A. Mason TREAS.

M. Harvey

N. Channon

D. Post

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