

COLLECTIVE AGREEMENT

Between

BOOTH CENTENNIAL HEALTHCARE LINEN SERVICES

and

UNITED FOOD & COMMERCIAL WORKERS

LOCAL 206

January 1, 2005 - December 31, 2007

This Agreement made and entered into this 9th day of February 2006

COLLECTIVE AGREEMENT

BETWEEN

BOOTH CENTENNIAL HEALTHCARE LINEN SERVICES

(Hereinafter referred to as the Employer)

- and -

UNITED FOOD & COMMERCIAL WORKERS

LOCAL 206

(Hereinafter referred to as the Union)

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ARTICLE 1 - PURPOSE

- 1.01 It is the desire of the abovementioned parties to co-operate and work harmoniously together in promoting their mutual interest in the operation of the plant. It is their desire to provide orderly procedure for collective bargaining, orderly procedure for the maintenance of mutually satisfactory hours of work, wages and working condition in the plants.

ARTICLE 2 - UNION RECOGNITION

- 2.01 Booth Centennial Healthcare Linen Services recognizes the Union as the sole collective bargaining agent for all employees in the province of Ontario, save and except supervisors, assistant supervisors (non-union staff), persons above the rank of supervisor, office and sales staff, and any person for whom another trade union has under Collective Agreement. The term employee or employees means an employee(s) within the bargaining unit for which the Union is recognized.
- 2.02 The Employer agrees that it will not contract out work normally performed by members of the bargaining unit if it directly results in :
- (a) a lay off of employees in the bargaining unit; or
 - (b) a reduction of regularly scheduled hours of work for employees in the bargaining unit.
- 2.03 Should a plant that is covered by this Agreement be permanently closed and replaced by a new plant within one hundred kilometres (100 km) of the closed plant, this Collective Agreement shall apply to the new plant.
- 2.04 Supervisors not included in the bargaining unit shall not perform work normally assigned to employees in the bargaining unit except in the following circumstances
- (a) instruction or training;
 - (b) evaluation or experimentation;
 - (c) circumstances beyond the Employer's control including customer's special requests; or
 - (d) when bargaining unit employees are not readily available.
- 2.05 A part time employee is defined as an employee within the bargaining unit who is regularly scheduled to work twenty-eight (28) hours or less per week. "**Regularly**"

means eight (8) weeks out of fifteen (15) weeks. Notwithstanding this formula, employees will not be reclassified to full-time from part-time if the increase of hours is due to vacation, maternity/parental leave, sick leave, leave of absence or WSIB.

ARTICLE 3 - UNION SECURITY

- 3.01 Employees covered by this Agreement are required to acquire and maintain membership in the Union upon commencement of employment, as a condition of continued employment.
- 3.02 During the lifetime of this Agreement, the Employer shall take from the pay of all employees on the first pay of each calendar month, such amount as may be uniformly assessed by the Union Constitution and By Laws as regular monthly Union dues and shall remit same around the fifteenth (15th) of the following month to the Financial Secretary of the Union. It is understood that such deductions may be made on a weekly basis in equal amounts from the first four (4) pays in the month. It is further understood and agreed that new employees hired after the date of this Agreement shall have the Union initiation fee as uniformly assessed by the Local Union Constitution and By-Laws deducted from the first pay due to the employee.
- 3.03 The Employer shall show the yearly Union monthly dues deductions on the employees T- 4 slip.
- 3.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, save as may be expressly permitted by this Agreement or otherwise with consent of the Employer.
- 3.05 The monthly remittance shall be accompanied by the name and Social Insurance Number of each employee for whom pay deductions have been made and the total amount deducted for the month. The statement shall also show the total gross earnings and the hours worked. ***The Employer further agrees that it will supply all such information by way of electronic mail (e-mail) or diskette, and hard copy, if so requested by the Union.***
- 3.06 ***The Employer agrees to supply the Union the employee names, addresses, postal codes and telephone numbers, every six (6) months. The Employer further agrees that it will supply all such information by way of electronic mail or diskette, and hard copy, if so requested by the Union.***

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that is the right of the Employer to herein, promote, demote, transfer, classify and suspend employees and also the right of the Employer to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause shall be subject of a grievance and dealt with as hereinafter provided.
- 4.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitment and responsibilities. The location of the plant, the products to be manufactured or processed, the schedules of production, the methods, processes and means of manufacturing or processing used, the right to decide on the number of employees needed at any time; the right to use improved methods machinery and equipment, and jurisdiction over all operations, building, machinery, tools and employees at the plants are solely and exclusively the responsibility of the Employer. It is understood and agreed that a breach of any of the plant rules or any of the provisions of this Agreement shall be deemed to be sufficient cause for discipline or dismissal of an employee. The Employer agrees that these rights and functions will be exercised in a manner consistent with the provisions of the Collective Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 5.02 No grievance shall be considered:
- (a) which usurps the function of the Management or
 - (b) where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.
- 5.03 Grievances properly arising under the agreement shall be adjusted and settled as follows:

STEP 1:

The aggrieved employee shall present his grievance orally or in writing to his immediate supervisor. If a settlement satisfactory to the employee concerned is not reached within two (2) full working days, the grievance may be presented as follows at any time within two (2) full working days thereafter.

STEP 2:

The aggrieved employee may with the Union representative present his grievance, which shall be reduced to writing on a form supplied by the Union and approved by the Employer, to the official of the Employer named by the Employer to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within five (5) full working days thereafter.

STEP 3:

The Union, if it considers it a valid grievance, may submit the grievance to the Employer (through a sub-committee established by it for that purpose) and the representatives of the parties shall meet as promptly as possible thereafter in an endeavour to settle the grievance; the Employer may decline a meeting at this stage if it deems the issue to be one not affecting its membership at large. Failing settlement, the grievance may be referred in writing to arbitration as provided in Article 6 below, at any time within ten (10) working days from the meeting at Step 3, or in the absence of the meeting, within ten (10) working days from the time permitted for the meeting.

ARTICLE 6 - ARBITRATION

- 6.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, may be referred to arbitration as provided for the resolution of such disputes by Section 49 of the *Ontario Labour Relations Act*.
- 6.02 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions for this Agreement.

ARTICLE 7 - MANAGEMENT / UNION GRIEVANCES

- 7.01 It is understood that the Employer may grieve with respect to the conduct of the Union, its local officers or stewards and that if such matter is not resolved, the Employer may refer the matter to arbitration in the same way as a grievance of an employee.
- 7.02 A Union policy grievance, which is defined as an alleged violation of this Agreement or

the way in which the Agreement has been interpreted, applied or administered concerning all or a number of employees in the bargaining unit in regard to which an individual employee could not grieve, may be brought forward by the Union Committee at Step No. 3 of the Grievance Procedure at any time with in ten (10) days after the circumstances giving rise to such policy grievance occurred.

ARTICLE 8 - DISCHARGE CASES

- 8.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance. Probationary employees may be terminated at the reasonable discretion of the Employer.
- 8.02 All such cases shall be taken up within five (5) days and disposed of within seven (7) days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that she/he has been unjustly discharged from employment shall be treated as a grievance, if a written statement of such grievance is lodged with the supervisor of the employee, at a time mutually agreeable to both parties, from the time the employee ceases to work for the Employer.
- 8.03 Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8.04 (a) If an employee is to be suspended or dismissed the shop steward will be present and if not available, a member of the bargaining unit of the employees choosing may be present.
- (b) If there is a meeting with an employee and the Employer which is a disciplinary meeting, the employee will be advised of his or her right to have a Union steward present if available, or another member of the bargaining unit if the steward is not available. If the Employer fails to give this advice, the discipline will not be void.
- 8.05 Employees will be granted reasonable access to their personnel file at a mutually agreeable time during their personal breaks or after regular shift and must be accompanied by a shop steward and a member of the personnel department.

ARTICLE 9 - REPRESENTATION

- 9.01 The Business Representative of the Union must make arrangements with the Manager of the Employer, or his designated representative, to visit the plant of the Employer. Permission shall not be unreasonably withheld.
- 9.02 All members of the Union Committees and all stewards must have one (1) year or more of service with the Employer to serve in such capacity, provided that if no such employee is willing to accept appointment the Union may appoint an employee to temporarily fill a position. ***The Union will provide an updated list of the Local Union Stewards twice per year and/or at any time there has been a change to that list.***
- 9.03 The Union shall have continued access to the Company bulletin board for the purpose of posting Union material relevant to the administration of the Collective Agreement.
- 9.04 The Employer agrees that the Union, through its steward, may interview each new employee during the first thirty (30) working days of employment for the purpose of acquainting the new employee with the Collective Agreement. Each interview shall not exceed fifteen (15) minutes and shall be without loss of pay, provided the steward who has his or her regular duties to perform, first obtains permission from his or her supervisor, or designate, before leaving his or her work.

ARTICLE 10 - NO STRIKES - NO LOCKOUTS

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 10.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 5 above.
- 10.03 Should the Union claim that a cessation of work constitute a lockout, it may take the matter up at Step No. 3 of the Grievance Procedure.
- 10.04 The Union further agrees that it will not involve the Employer either directly or indirectly in any dispute which may arise between any other Employer and the employees of such other Employer.

ARTICLE 11 - REST PERIODS

- 11.01 There shall be a ten (10) minute rest period in the forenoon and a ten (10) minute rest period in the afternoon for all employees at times to be designated by the Employer.
- 11.02 An employee who is required to work more that (2) hours overtime at the end of his regular day's shift shall be allowed a rest period of ten (10) minutes before commencing overtime work.

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01 Where any of the following statutory holidays; the half day before New Year's Day, New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving day, the half day before Christmas Day, Christmas Day and Boxing Day, falls on what would otherwise be a working day or where any of the said statutory holidays falls on a Sunday and the day proclaimed as a statutory holiday in lieu thereof, falls on what would otherwise be a regular working day, all employees who have completed ninety (90) calender days or more continuous service with the Employer shall receive payment of such holidays based on their current hourly rate multiplied by the number of hours that he would normally have worked on such day subject to the following conditions:
- (a) To be eligible for holiday pay, an employee must work the full scheduled shift immediately preceding the holiday and the full scheduled shift immediately following such holiday, and to be eligible for holiday pay for the half day before Christmas Day and the half day before New Year's Day, the employee must work the first half (1/2) shift of that day. An exception to these rules shall be made for a legitimate and avoidable absence, due to no fault of the employee, provided the employee has performed work for the Company within the five (5) working days preceding the holiday or the five (5) working days following the holiday.
 - (b) If an employee works on one of the above named paid statutory holidays, he will receive payment at time and one - half (1 x) for the hours actually worked by him in addition to receiving his holiday pay. If an employee is required to work more than six (6) hours on the day before Christmas Day or the day before New Year's day, such employee will be paid at a rate of double time (triple time including holiday pay) for the hours worked in excess of six (6). Employees shall not be required to work more than eight (8) hours on either of those days.
 - (c) Where one of the aforementioned statutory holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation at a mutually convenient time.
 - (d) Where one of the aforementioned statuary holidays falls on what would otherwise be a working day for the employee the hours for which he is paid for that holiday shall

be included as hours worked for the purposes of computing overtime, except when such hours fall on a Saturday or Sunday, or are the sixth (6th) or seventh (7th) consecutive days worked.

- (e) Where the holiday falls on a Saturday or Sunday, and is not observed on the Friday or Monday, the employees shall receive a regular day's pay for such holiday or a day off in lieu at a mutually convenient time, subject to the conditions outlined herein.

ARTICLE 13 - WAGES

- 13.01 The parties have agreed that Appendices "A" and "B" shall govern salary compensation for all salaried employees. ***The parties have agreed to wage increases as follows:***

December 31, 2005 - one and a half percent (1.5%)
January 1, 2006 - two and a quarter percent (2.25%)
January 1, 2007 - three and three quarter percent (3.75%)

Employees employed at "date of ratification" will receive retroactivity of salary increases to January 1, 2006 based on hours worked.

- 13.02 Job Classification - All bargaining unit employees' wages are to be listed, i.e., general help, classified help, janitorial, and skilled labour.

Definitions:

- (a) **Classified Help**

A position where the duties and responsibilities are significantly greater than General Help and include: Soil Receiving, Soil Panel Operator, Tunnel Wash Operator, Washer Extractor Operator, Dryer Operator, Shipper, Lead Hand, ***Receiver, and Steripac Sterilizer Operator******

****** Fifty cents (\$0.50) hourly premium in addition to Classified Rate of pay for CSAO certified Steripac Sterilizer Operators.***

- (b) **Soiled Sorting Help**

Applies to General Help employees whose work is in the Soil Department.

- (c) **General Help**

General Help is a position where the duties and responsibilities are in the plant including all environmental services for the offices and the plant, processing and finishing position including Soil Sort, Dry/Fold, Ironer, Cart Make Up and O.R. Department, Garment Department and Mending Department.

(d) **Skilled Labour**

Are those maintenance employees who are responsible for the overall maintenance and engineering services of the plant, machinery and equipment in accordance with established policies and guidelines.

13.03 *Where Lead Hand positions are to be assigned on a permanent basis, the incumbent will be recruited through the job posting procedure.*

These employees will not be responsible for carrying out any disciplinary action against employees but are responsible for assigning work duties to employees. Employees will be required to cooperate with and follow the direction of the Lead Hands.

General Help employees that are the successful applicants to a Lead Hand job posting, will receive the Classified rate of pay. Classified Help employees that are the successful candidates will receive a premium of one dollar (\$1.00) per hour on top of their Classified rate of pay.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 (a) The Employers operation shall be from Sunday to Saturday, that is a seven (7) day work week. The parties have agreed that an employee may be scheduled any five (5) consecutive workdays on a regular basis (subject to 14.02 and 16.01).

(b) Overtime in a department shall be offered on the basis of seniority to those people who normally do the work in that department.

14.02 Overtime at the rate of time and one half (1.5X) the employee's basic hourly rate shall be paid for all production work performed in excess of eight (8) hours per day or forty (40) hours per week.

14.03 Employees are expected to work overtime as when required by their Employer but it is understood that an employee will not be disciplined for refusing to work overtime on a given occasion providing the employee has a valid and reasonable excuse.

14.04 Employees shall be paid weekly by direct deposit to their bank account no later than

12:00 noon on Friday. Pay stubs shall be distributed in sealed envelopes at that time. Employees must advise the Employer of any change in banking particulars no later than Monday of the week the change is to be effective.

- 14.05 In the event the Employer should introduce a regular shift schedule requiring employees to work regular shifts other than those presently in existence all employees regularly assigned to such shifts commencing after 12:00 noon shall receive an off shift premium of fifty-five cents (\$0.55) per hour for all hours worked on such off shift.
- It is agreed that the Maintenance Mechanics who, at the time of ratification work the midnight shift (22:00 - 06:30, 23:00 - 07:30, and 24:00 - 08:30) shall receive an additional forty-five cents (45) per hour worked on their shift.
- 14.06 There will be no pyramiding of shift premiums and or overtime premiums.
- 14.07 Employees who are required to work overtime at the end of their shift shall be notified before lunch wherever possible and if not notified may decline the overtime except where the overtime results from an emergency breakdown in the afternoon.
- 14.08
- (a) ***When it is necessary for the Employer to schedule an employee to work temporarily in a higher position, the employee with the most seniority in the department, who has the skills and ability to do the job, shall be scheduled. Where the rate of the position is higher, the employee shall receive the higher rate for all hours worked in the higher paid position.***
 - (b) ***When it is necessary for the Employer to schedule an employee to work temporarily in a lower position, the employee with the least seniority in the department, who has the skills and ability to do the job shall be scheduled. Where the rate of pay is lower, the employee shall maintain his/her hourly rate of pay for all hours worked in that position.***
 - (c) ***It is understood that this Article will only apply to temporary assignments. Temporary shall mean a period of not less than four (4) hours and not to exceed forty-five (45) working days unless the efficient operation of the plant requires a longer period in which case it will be discussed with Management and the Union.***
- 14.09 ***Except for emergency situations as deemed by the Employer, hours required outside the regular shift schedule on Saturday/Sunday shall be posted no later than noon on the Wednesday of that week.***
- 14.10 ***When necessary to meet the operating requirements of the Company, there will be the introduction of extended shifts up to but no to exceed ten (10) hours per day. The criteria for introduction, discontinuing and scheduling the extended***

hours will be made known to the Union through Labour/Management meetings prior to the introduction of the shifts to the affected employees. The Employer will endeavour to schedule these shifts in accordance with the following:

- (i) An employee working extended hours will not be scheduled to work more than four (4) consecutive days.**
- (ii) Any hours worked on the fifth (5th) consecutive day of the ten (10) hour schedule will be paid at time and one-half (1.5 x) times their regular rate for hours worked; and two times (2x) their regular rate for hours worked on the sixth (6th) consecutive day per week.**
- (iii) No employee will suffer a loss of earnings for statutory pay as long as they work their scheduled shift before and scheduled shift after the statutory holiday.**
- (iv) No employee will suffer a loss of earnings for a paid sick day if on the ten (10) hour schedule and will be paid ten (10) hours for each entitled paid sick day.**

ARTICLE 15 - VACATIONS WITH PAY

- 15.01 All full-time employees who have been steadily employed by their Employer for a period of twelve (12) months prior to July 1st in any year shall be entitled to two (2) weeks' vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to four percent (4%) of such employees earnings during the twelve (12) months immediately preceding July 1st in that year.
- 15.02 All full-time employees who have been steadily employed by their Employer for a period of five (5) years or more prior to July 1st in any year shall be entitled to three (3) weeks' vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to six percent (6%) of such employees earnings during the twelve (12) months immediately preceding July 1st in that year. An employee entitled to two (2) weeks' vacation shall have the option of taking the two (2) weeks consecutively in the available vacation periods based on seniority.
- 15.03 All full-time employees who have been steadily employed by their Employer for a period of fourteen (14) years or more prior to July 1st in any year shall be entitled to four (4) weeks' vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to eight percent (8%) of such employees earnings during the twelve (12) months immediately preceding the 1st of July in such year.

- 15.04 All full-time employees who have been steadily employed by their Employer for a period of twenty-five (25) years or more prior to July 1st in any year shall be entitled to five (5) weeks' vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to ten percent (10%) of such employees earnings during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.05 All full-time employees who have been steadily employed by their Employer for a period of thirty (30) years or more prior to July 1st in any year shall be entitled to six (6) weeks' vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to twelve percent (12%) of such employees earnings during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.06 The Employer will pay a full-time employee his vacation pay for the period of which the vacation is to be taken on the pay day immediately prior to the employee's vacation, provided the employee requests so in writing at least two (2) weeks prior to the said pay day.
- 15.07 All part-time employees shall be paid their vacation pay entitlement earned during the previous year on the pay day immediately prior to the employee's vacation provided the employee so requests in writing at least two (2) weeks prior to the said pay day. Vacation pay will be earned as follows:
- (i) less than **8,320** hours seniority - 4% gross earnings
 - (ii) between **8,321 to 23,295** hours seniority - 6% gross earnings
 - (iii) between **23,296 to 41,600** hours seniority - 8% gross earnings
- 15.08 An employee who has ceased to be employed by the Employer before receiving his vacation, shall receive vacation with pay in accordance with the provision of the *Employment Standards Act of Ontario*.
- 15.09 Priority of allocation of annual vacation in a department shall be given to those department employees with the most plant-wide seniority. The number of employees entitled to vacation in any period, in any department, shall be determined by the Employer at its sole discretion. The Employer agrees that such discretion shall not be unreasonably exercised.
- 15.10 Employees will indicate their vacation preferences by March 15 of each year on forms provided by the Employer no later than February 15 of each year. The Employer will then assign vacations, as prescribed in 15.09, and will post the vacation schedule for each department and shift by April 15 of each year. Employees who fail to provide

their vacation preferences by March 15, or have failed to amend their preferences to allow for scheduling during available periods, shall be entitled to take their vacations at any time remaining available for vacation, on a first come, first serve basis, following the posting of the vacation schedule on April 15 of each year.

ARTICLE 16 - SENIORITY

- 16.01 (a) Provided that in the judgement of the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, the employees affected are of equal skill, competence, efficiency and ability, the last employee hired shall, in the case of layoff, be the first laid off and the last laid off shall be the first rehired.
- (b) **Lay Off - Part-Time Only**
- i) It is understood that a lay off of a part-time employee shall be as defined by the *Employment Standards Act*.
- ii) It is understood that a part-time employee, in the event of layoff, shall not have seniority right in the full-time portion of the Collective Agreement either for layoff or recall.
- 16.02 *If a senior employee's hours are reduced, the most junior employee will be displaced providing the remaining employee can competently, ably and efficiently do the remaining work. Employees cannot bump up or be changed from General to Classified as a result. Notwithstanding the foregoing, a senior employee whose hours are reduced may accept the reduction in hours.***
- 16.03 In promotions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service provided always that the employees in question are, in the judgement of their Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, of equal skill, competence, efficiency and ability.
- 16.04 (a) All full-time employees will be considered probationary for the first ninety (90) calendar days and will have no seniority rights during that period. After ninety (90) calendar days' service, his seniority shall date back to the day on which his employment began.
- (b) All part-time employees will be considered probationary for the first ninety (90) days worked and will have no seniority right during that period. After ninety (90) days worked his seniority shall date back to the day on which his employment began.

- 16.05 Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on their Employer's payroll, provided such employees return to work when notified, and subject to the conditions of 16.06 and 16.07 below.
- 16.06 Any employee who has been off the payroll for a continuous period of twelve (12) months or more will lose any previous acquired seniority and will be rehired only as a new employee, provided such loss does not violate the Human Rights Code.
- 16.07 Any employee who has been laid off, but who still retains his seniority, and who is notified to return to work, will lose his seniority unless he notifies his Employer within five (5) days that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event, within seven (7) days after the date of communication of such notice by courier.
- 16.08 An employee shall lose his seniority standing, if he voluntarily quits his employment with his Employer, if he is discharged for cause and is not reinstated pursuant to the provision of Article 7, or if he is absent from work without leave unless there was reasonable justification for such absence.
- 16.09 (a) Any employee away from work because of sickness or injury other than due to a successful claim under the *Workplace Safety and Insurance Board*, shall accumulate service and seniority for the first **ninety (90) calendar days**, after which time he/ she will retain but not accumulate seniority. It is understood that an employee on sick leave will provide the Employer a medical certificate ensuring that he is able to return to work and complete all the duties in his position. The Employer shall reimburse the employee for the cost of obtaining such certificate. **The Employer agrees that it will not act unreasonably when it requests a medical certificate for a person absent less than three (3) working days.**
- (b) It is understood that a part-time employee will accumulate seniority based solely on the hours actually worked.
- 16.10 (a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer and shall be on a departmental basis.
- (b) (i) Seniority for a part-time employee shall be calculated on the basis of one (1) year equaling 2,080 hours worked since their last date of employment based on their continuous employment.
- (ii) A part-time employee confirmed in a permanent full-time job shall be credited with one (1) year of seniority for each 2080 hours worked as a part-time employee since his last date of employment.

- (iii) A full-time employee that moves to a part-time position shall be credited for 2080 hours seniority for each year of continuous full-time service since their date of last hire.

16.11 Seniority lists will be revised each six (6) months, a copy of the lists will be posted in the plant **on January 1st and July 1st of each year** and a copy given to the Union and unless objected to within seven (7) days, shall be deemed to be conclusive.

16.12 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he or she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated during the first three (3) months while serving in such supervisory or confidential capacity. An employee who is promoted to a supervisory or confidential position beyond the scope of this Agreement for a period which exceeds three (3) months, shall lose his or her seniority.

16.13 (a) **All vacancies**, as determined by the Employer, will be posted for seven (7) working days. Any employee who wishes to be considered for the position may make an application. Current employees will be considered before new hires are made and the provision of Article. 16.03 shall apply.

The following factors shall be consider by the Employer in filling the position:

- (i) skill, ability experience and personnel record;
- (ii) seniority

Where the factors in (i) are relatively equal between qualified applicants, (ii) shall govern.

(b) In the event that an employee has applied for and was subsequently to fill a posted position within the bargaining unit, he/she will remain in that position for a minimum of six (6) months and will therefore be disqualified from applying for any position within the bargaining unit within the six (6) month time frame.

(c) If the employee is offered a position which he/she applied for and he/she refuses the position, the refusal will be deemed a breach of the Collective Agreement and will disqualify the employee from applying for any other position for a six (6) month period.

(d) Trial Period

A fifteen (15) day familiarization period will apply to successful applicants to a posting in their new position. In the event that an employee is unable to

perform the normal functions of the new position following the familiarization period, or in the event that the employee does not wish to continue working in that position, they shall be returned to their former position and rate of pay without loss of seniority. It is understood that employees who wish to do so must advise the Employer within the familiarization period and they will remain on the job until a new posting has resulted in the selection of an incumbent.

Should an employee be returned, or decide to return, to their former position, all staffing actions which resulted from the initial posting will be reversed with all those employees being returned to their former position, status, and wage rate.

- (e) ***The Company will agree to provide the Union with the name of the successful applicant for the job posting. The Company will provide a sealed box for all applications.***

ARTICLE 17 - GENERAL

- 17.01 It is understood and agreed that where an employee covered by this Agreement is receiving rates of wages, vacations with pay or paid statutory holidays in excess of those provided for in this Agreement, his Employer will not reduce such benefits to such employee through the signing of this Agreement.
- 17.02 Employees may be granted a leave of absence for personal reasons without pay and without loss of seniority for periods of up to three (3) months. An employee granted such leave of absence returning to work at the time agreed on completion of the leave of absence will not have his rate of pay reduced by reason of having been granted such leave. Employees on leave of absence with Company permission or on compensation by *the Workplace Safety and Insurance Board* will be permitted to return to his own job upon return to work if physically capable.
- 17.03 Wherever the masculine pronoun is used in this Agreement, it shall be considered to include the feminine where the context so requires.
- 17.04 (a) **Safety Shoes:** The Employer agrees to contribute the sum of ***one hundred dollars and twenty-five (\$ 125.00)*** per calendar year towards the purchase of safety shoes up to two (2) pairs per *calendar* year, within seven (7) calendar days of a receipt of voucher, to employees who are required by their Employer to wear safety shoes. It is understood that a full-time employee's entitlement to the safety shoe contribution shall be pro-rated according to the time of the year he/she was hired.
- (b) **Uniforms:** ***Three (3) sets of uniforms to be issued to full-time employees and one (1) set to part-time employees before July in each calendar year. Worn or damaged uniforms will be replaced at no cost to the employee in***

a timely fashion.

- 17.05 Payment for safety shoes for part-time employees will be based on the number of hours worked.
- 17.06 (a) It is understood that all employees in skilled labour and the Soil Department employees only, shall be entitled to a five (5) minute wash period prior to lunch and end of shift.
- (b) The parties agreed to have a thirty (30) minute lunch period for all employees in bargaining unit.
- 17.07 Disciplinary notations on an employee's file shall be removed after twelve (12) months during which there have been no disciplinary notations except notations for violence, theft, alcohol and drug infractions and sexual harassment. ***The Company agrees not to discipline employees for offence(s) that have occurred after seven (7) days.***
- 17.08 It is agreed that employees will not be docked pay for lateness at start of shift up to five (5) minutes. However, employees remain subject to discipline for repeated lateness and chronic abuse of the grace period may result in its discontinuance.
- 17.09 The Union Committee in the plant shall be informed in advance of the introduction of a new shift.
- 17.10 The Employer agrees that a minimum of two (2) weeks' notice of a complete change of plant hours shall be given to the Union Committee.
- 17.11 Where an employee has completed his shift and has left the plant premises and is recalled to work, he shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1) [ie: a total of not less than six (6) hours pay].
- 17.12 All employees shall be entitled to maternity leave or parental leave as provided by the *Employment Standards Act* in effect at the time.
- 17.13 Employees will be given ***ninety-six (96) hours'*** notice of a planned layoff for lack of work.
- 17.14 On the request of either party, the parties shall meet at least once every two (2) months, until this Agreement is terminated, for the purpose of discussion of issues, other than those subject to the Grievance Procedure and Arbitration, of common interest to the parties and relating to the employees in the workplace. The party requesting the meeting shall submit an agenda to the other at least seven (7) working days prior to the suggested date for the meeting. The time and place of the meeting shall be mutually agreed upon.

17.15 If an employee is injured after he or she has convened work and is thereby incapacitated from carrying on his or her duties and requires hospitalization, Management shall arrange and pay for the cost of transporting the employee to and from the hospital, if any. The Employer will pay the employee for any hours he or she missed from the duration of his or her regularly scheduled shift because of the injury if the employee is unable to complete his or her regular shift.

17.16 All emergency calls which relate directly with health which affects immediate family members should be delivered immediately after the phone message has been received.

17.17 Jury and Witness Duty

(a) Any full-time employee who has completed one (1) year service with the Company and who is required to serve on a jury, or as a witness in court proceedings on behalf of the Company, shall be paid the difference between the amount paid for such service and his/her normal pay computed at his/her normal hourly rate for hours lost from work up to forty (40) hours in a week, subject to the following provisions:

- 1) The employee must notify the Company within three (3) days of receipt of notice of selection for jury duty;
- 2) The employee who is selected for jury or witness duty, who is on other than the day shift, shall be assigned to the day shift for those days he/she is required to serve as juror.

(b) In order to be eligible for such payments, the employee must furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

17.18 Union Leave

The Employer will consider granting a leave of absence, without pay, to a Union member who has been elected or appointed by the Union to attend a educational session, provided:

(i) The request for the leave of absence is made in writing and delivered to management within fifteen (15) or more days prior to the proposed commencement of the requested leave;

(ii) Not more than four (4) employees will be entitled to such leave during the

same period and there shall be a maximum of five (5) days per calendar year granted; and

(iii) The leave will not unduly interfere with the Employer's operations.

Approval of such leave shall not be unreasonably denied. The Employer will respond to such requests with a reasonable period following the written request.

17.19 Health and Safety Committee

(i) There shall be a Joint Health and Safety Committee.

(ii) The provisions of the Occupational Health and Safety Act shall provide the standard for workplace safety and for the Committee's operations.

(iii) The Committee shall meet once every three (3) months or more often as may mutually be agreed.

17.20 Pay Errors:

In the event the Employer, by error, underpays an employee an amount in excess of four (4) hours' pay, the Employer shall pay the employee by manual cheque within three (3) business days from the date the error is reported to the Employer. If the error is four (4) hours or less, the correction shall be made on the pay period following the date that the error is discovered where practicable, or the following pay period, if not practicable.

In the event the Employer, by error, overpaid an employee, the overpayment shall be deducted on the pay period following the date that the error is discovered, where practicable, or the following pay period, if not practicable. If the error is in excess of a regular day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 In the event of the death of a member of an employee's immediate family, the employee will be granted a leave of absence and will be reimbursed of time necessarily lost from work up to a maximum of three (3) days for the purpose of arranging and attending the funeral of the deceased. The term "a member of the employee's immediate family" means spouse **as per the Family Law Act**, child, sibling, parent or parent-in-law of the employee. In the event of the death of a grandparent, **grandparent-in-law, sister-in-law, brother-in-law, foster child and grandchildren**) of an employee, the employee will be granted a leave of absence with pay up to a

maximum of one (1) day subject to the same conditions as above.

- 18.02 In the event an employee who would otherwise be entitled to three (3) days off to attend a funeral under the provisions of Section 18.01 but is unable to attend because of distance, such employee will be allowed one (1) day off with pay on the day of the funeral.

ARTICLE 19 - HEALTH & WELFARE

- 19.01 (a) **Full-Time Employees:** As *of January 1, 2006*, in addition to the wages regularly to be paid by the Employer to the employees as provided in this Agreement, the Employer shall contribute to the Ontario UFCW Health & Welfare Plan, a sum equal to ***one hundred and forty-four (\$144.00*)*** dollars per month, plus retail sales tax, for each employee in service covered by this Agreement who is on the payroll, for services rendered during any regular payroll period, provided that such employee has been employed a minimum of twenty (20) hours per week, and has been in the employ of his Employer for a period of thirty (30) days.
- (b) **Part-Time Employees:** Effective date of ratification (July 5, 2001), the Company agrees to contribute the sum of eight cents (\$0.08) per hour worked into a Health & Welfare Fund established by the Union and known as the Ontario UFCW Health & Welfare Plan.
- 19.02 Such contribution shall be paid monthly and shall be used solely for the purpose of providing health, welfare and death benefits and such other benefits as may be afforded to eligible employees in accordance with this Agreement.
- 19.03 Payments to be made by the Employer to the Ontario UFCW Health & Welfare Plan by the tenth (10th) day of each month. The Employer will complete forms to be furnished by the Ontario UFCW Health & Welfare Plan reporting of "Welfare Contributions" to be forwarded to the Ontario UFCW Health & Welfare Plan.
- 19.04 All such monies due to the Ontario UFCW Health & Welfare Plan from the Employer herein under the provisions of this Agreement, shall be segregated each week by the Employer until monthly remittance is made to the Ontario UFCW Health & Welfare Plan.
- 19.05 In the event an Employer fails to remit any contributions or deductions in the Health and Welfare Plan, Pension or Union Dues, the Employer shall be required to pay to the appropriated plan or dues, as liquidated damages and not as a penalty, an amount equal to two percent (2%) per month compounded monthly for any delinquent contributions, deductions or dues fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct

such delinquencies and has not done so.

- 19.06 Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions or dues, the Union may require such Employer to post a cash bond or a certified cheque, an amount calculated to be twice (2x) the average monthly total payments by the Employer to the Union in the preceding twelve (12) months. In the event the Employer again becomes delinquent for such contributions or dues the union and/or the plan may apply the cash bond or certified cheque or pay portion thereof, to satisfaction of the delinquency and require the Employer to replenish the cash bond or certified cheque.

ARTICLE 20 - PENSION

- 20.01 Effective January 1, 2004, the Employer agrees to contribute the sum of eighty cents (\$0.80 *) per hour worked to a maximum of thirty-two dollars (\$32.00) per week into a pension fund established by the Union and known as Ontario UFCW Pension Plan Trust Fund. The Plan is administered by the Benefit Plan Administrators Limited, Suite 200, 135 Queens Plate Drive, Etobicoke, Ontario, M9W 6V1.

- Effective January 1st, 2007, the contribution shall be increased to ninety cents (\$0.90) per hour worked to a maximum of thirty-six dollars (\$36.00) per week.

ARTICLE 21 - TERMINATION

- 21.01 ***This Agreement shall remain in force from the 1st of January, 2005 until the 31st day of December, year 2007***, and shall continue in force and effect from year to year thereafter unless in any year not more than sixty (60) days and not less than thirty (30) days before the date of its termination either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

DATED THIS ____ DAY OF _____, 2006

BOOTH CENTENNIAL HEALTHCARE

UNITED FOOD & COMMERCIAL

LINEN SERVICES

WORKERS, Local 206

APPENDIX "A"

This Appendix applies to all employees hired prior to October 1, 1997 only and is in dollars per hour.

FULL-TIME

Classification	<i>Dec 31, 2005</i>	<i>Jan 1, 2006</i>	<i>Jan 1, 2007</i>
General Help	\$14.69	\$15.02	\$15.58
Classified Help	\$16.76	\$17.14	\$17.78
Soiled Sorting	\$ 0.66	\$ 0.66	\$ 0.66

In the eventuality than an employee is placed into a new classification with an hourly rate less than his current hourly rate, that employee's salary shall be frozen (red circled) at his current rate until such time as the negotiated rate for his classification attains or surpasses the employee's rate. At that time, the employee shall progress as all other employees.

In the eventuality that a red circled employee wins a competition which results in a promotion, he shall be moved to the salary scale of his new position unless his red circled salary is greater, at which time he will continue to be red circled as described above.

PART-TIME

	<i>Dec 31, 2005</i>	<i>Jan 1, 2006</i>	<i>Jan 1, 2007</i>
Flat Rate:	\$14.68	\$15.01	\$15.57

APPENDIX B

This Appendix applies to all employees hired after October 1, 1997 only and is in dollars per hour.

FULL-TIME GENERAL HELP			
HOURLY RATE	<i>Dec 31, 2005</i>	<i>Jan 1, 2006</i>	<i>Jan 1, 2007</i>
Up to 1041 hours	\$9.71	\$9.93	\$10.30
1041 - 2080 hours	\$10.28	\$10.51	\$10.91
2081 - 3123 hours	\$10.80	\$11.04	\$11.46
3124 - 4160 hours	\$11.34	\$11.59	\$12.03
4161 hours or more	\$11.71	\$11.98	\$12.43

JANITORIAL HELP			
HOURLY RATE	<i>Dec 31, 2005</i>	<i>Jan 1, 2006</i>	<i>Jan 1, 2007</i>
	\$11.55	\$11.81	\$12.25

CLASSIFIED HELP			
HOURLY RATE	<i>Dec 31, 2005</i>	<i>Jan 1, 2006</i>	<i>Jan 1, 2007</i>
	\$13.35	\$13.65	\$14.16

Soiled Sorting Premium: \$0.66 / hour

SKILLED LABOUR:

MAINTENANCE DEPARTMENT Salary Range		<i>Dec 31 2005</i>	<i>Jan 1 2006</i>	<i>Jan 1 2007</i>
Maintenance Helper	Flat Rate	13.45	13.75	14.27
Maintenance Mechanic	Minimum	15.23	15.57	16.15
	Maximum	23.35	23.87	24.77
Maintenance Tradesman (Incumbents of this classification must have their trade certification)	Minimum	18.27	18.68	19.38
	Maximum	23.50	24.03	24.93

Maintenance Lead Hand:

- (a) Any employee asked by the Employer to occupy the Maintenance Lead Hand position will be paid a \$1.00 per hour premium, in addition to their regular hourly wage, for all hours worked in the position.***
- (b) The Employer will determine, at it's entire discretion, when operations require this classification to be filled.***

Note: Salaries within this department will be set within the above scale and will be determined by the individual s skills, ability, qualifications and experience.

GENERAL HELP (PART-TIME)			
HOURLY RATES	<i>Dec 31/05</i>	<i>Jan 1/06</i>	<i>Jan 1/07</i>
First 90 days	\$ 8.28	\$ 8.47	\$ 8.79
Up to 1041 hours	\$ 8.39	\$ 8.58	\$ 8.90
1042 to 1540 hours	\$ 8.57	\$ 8.76	\$ 9.09
1541 to 2080 hours	\$ 9.14	\$ 9.34	\$ 9.69
2081 hours or more	\$ 9.70	\$ 9.92	\$ 10.29

Soiled Sorting Premium - Part-Timers = 30¢ per hour
 Classified Job Premium = \$1.50 per hour

JANITORIAL (PART-TIME)			
HOURLY RATES	<i>Dec 31/05</i>	<i>Jan 1/06</i>	<i>Jan 1/07</i>
Flat Rate	\$ 10.28	\$ 10.51	\$ 10.91

CONVERSION OF PART-TIME EMPLOYEE

When an employee covered by Appendix "A" converts from part-time to full-time, he shall be placed on the full-time salary scale of Appendix "B" at the rate closest to his present rate so long as it is not less. Should the maximum of the Appendix "B" full-time scale for his classification be lower than his present rate, his salary shall be red circled until such time as the negotiated rate of pay for his classification equals or surpasses his rate, at which time he will be entitled to receive the new maximum of the scale.

APPENDIX C

It is understood that the part-time employees shall be covered by the following articles of the Collective Agreement: Articles: 1.01, 2.01, 2.02, 2.03, 2.04, 3.01, 3.02, 3.03, 3.04, 3.05, 4.01, 4.02, 5.01, 5.02, 5.03, 6.01, 6.02, 7.01, 7.02, 8.01, 8.02, 8.03, 8.04, 9.01, 9.02, 9.04, 9.05, 10.01, 10.02, 10.03, 10.04, 11.01, 11.02, 13.01, 14.01, 14.02, 15.05, 16.04 (b), 16.06, 16.08, 16.09 (b), 16.10 (b), 17.01, 17.02, 17.06, 17.08, 17.09, 17.10, 17.11, 17.12, 17.13, 17.15, 17.16, 19.01 (b), 19.02 and 21.01.

In witness whereof the parties of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

DATED THIS ____ DAY OF _____, 2006

**BOOTH CENTENNIAL HEALTHCARE
LINEN SERVICES**

**UNITED FOOD & COMMERCIAL
WORKERS, Local 206**

LETTER OF UNDERSTANDING

IN WITNESS OF:

Booth Centennial Healthcare Linen Services

and

United Food & Commercial Workers, Local 206

Effective date of ratification (February 9, 2006):

This letter of understanding attached hereto and forming part of the Collective Agreement, will serve to confirm the following understandings which were reached during the course of the negotiations of the current Collective Agreement:

1. It will be the policy of the Employer to pay the monthly welfare contribution on behalf of employees who are off sick, for the month in which the employees became sick plus a maximum of an additional six (6) months while the employee is receiving sick benefits under your welfare plan.
2. At Booth Centennial Healthcare Linen Services Inc., employees working on the afternoon shift shall be advised of any vacancies available on the day shift. (notification to be given by plant posting).
3. Personal Days: It is agreed that full-time employees shall be allowed four (4) **personal leave days** per calendar year. Any employee having personal days accumulated at December 31st of each year, shall be entitled to receive a 100% payout of their unused annual entitlement. It is understood that a full-time employee's entitlement to personal leave shall be pro-rated according to the time of the year he/she was hired.
4. It will be the policy of Booth Centennial Healthcare Linen Services to replace employees on vacation **leave of absence, WSIB, maternity leave and sick leave position on days, with full-time employees from the evening shift in the same classification provided they have the skill and ability to perform the position**
5. It is agreed that all scheduled shifts will be a minimum of four (4) hours in length unless alternative arrangements are made between the Employer and the Departmental Manager in advance.

6. It is agreed that the Employer will pay Maintenance Employees a Tool Allowance of **\$275.00** per calendar year. It is understood that a full-time employee's entitlement to an annual tool allowance shall be pro-rated according to the time of the year he/she was hired.
7. It is agreed that sick days taken will not be computed as hours worked when computing overtime in any work week.
8. To clarify: It is agreed that the employee's entire lunch break will be thirty (30) minutes in length; the day shift will end at 3:30 pm and the afternoon shift will end at 12:00 midnight. Wash up times are only available to Maintenance and Soil Sorting personnel.
9. ***Double time (2x) an employee's basic hourly rate shall be paid for all production work performed on the seventh (7th) consecutive day worked in any workweek.***
10. ***A list shall be posted for employees who wish to work on statutory holidays on a volunteer basis. This list shall be posted no later than two (2) weeks preceding said holiday. It is understood the Company has the right to schedule employees to work on the statutory holiday by inverse seniority if required to fulfill the needs of the Employer.***

Dated this ____ day of _____, 2006

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

Booth Centennial Healthcare Linen Services

- and -

United Food & Commercial Workers, Local 206

This letter of understanding attached hereto and forming part of the Collective Agreement, will serve to confirm the following understandings which were reached during the course of the negotiations of the current Collective Agreement:

RE: Articles 14.01 (b) and 15.09

It is understood that nothing in new Articles 14.01 (b) and 15.09 shall interfere with the right of the Employer to re-organize department(s), create new department(s), or eliminate existing department(s).

At the time of ratification of the present Agreement, the existing departments were:

1. Maintenance
2. Soil Sorting, Washing and Drying
3. Shipping
4. Cart Make-up
5. Press and Personal Clothing (Garment Pressing, Garment Sorting, Press)
6. Sewing
7. Flat Work Ironing
8. Dry Folding
9. O.R.

DATED THIS ____ DAY OF _____, 2006

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

Booth Centennial Healthcare Linen Services

- and -

United Food & Commercial Workers, Local 206

This letter of understanding attached hereto and forming part of the Collective Agreement, will serve to confirm that the parties have agreed to the following understanding which will be in effect during the life of the present Collective Agreement.

The parties have agreed to deal with employees who occupy General Help positions who are being improperly paid or paid other than what is stipulated for their classification in the following manner:

- (a) A list will be prepared of all employees occupying classified positions at the time of ratification;
- (b) A list of all employees being paid other than the General Help classification they occupy;
- (c) ***Employees in (b) above will receive the cents increase to their existing rate of pay in each year of this Collective Agreement, equal to what cents the increase represents for the General Help employees.***

SIGNED AT TORONTO, ON THIS ____ DAY OF _____, 2006

FOR THE EMPLOYER:

FOR THE UNION:

