

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 351**

and

**Aramark Canada – Sutherland Campus of Sir Sandford
Fleming College**

DURATION: March 14, 2023 – March 13, 2026



Sector 9
3-351-10504-20260313

Table of Contents

ARTICLE 1 – PURPOSE 1

ARTICLE 2 – RECOGNITION 1

ARTICLE 3 - NO DISCRIMINATION 1

ARTICLE 4 - MANAGEMENT RIGHTS..... 2

ARTICLE 5 - DUES DEDUCTION 2

ARTICLE 6 - UNION REPRESENTATION 3

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY..... 5

ARTICLE 8 - NO STRIKE OR LOCK-OUTS 6

ARTICLE 9 - GRIEVANCE PROCEDURE..... 6

ARTICLE 10 – ARBITRATION 8

ARTICLE 11 - PERSONNEL FILE..... 9

ARTICLE 12 – SENIORITY 10

ARTICLE 13- POSTING AND FILLING OF VACANCIES 11

ARTICLE 14 – EMPLOYMENT STABILITY - LAYOFF AND RECALL 13

ARTICLE 15 - TECHNOLOGICAL CHANGE 15

ARTICLE 16 - LEAVES OF ABSENCE 16

ARTICLE 17 - PROFESSIONAL DEVELOPMENT 18

ARTICLE 18 – REPORTING..... 18

ARTICLE 19 - HOURS OF WORK , OVERTIME & SHIFT PREMIUMS 19

ARTICLE 20 - WAGES 20

ARTICLE 21 – PAID HOLIDAYS 20

ARTICLE 22 - VACATIONS 21

ARTICLE 23 – BENEFITS – see Appendix B..... 22

ARTICLE 24 - GENERAL 23

ARTICLE 25 - WORKERS COMPENSATION 24

ARTICLE 26 – DURATION 24

APPENDIX A – Wages 25

APPENDIX B- Benefits..... 26

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all food service employees of Aramark Canada Ltd. at the Sutherland Campus of Fleming College in the City of Peterborough save and except the Executive Chef, supervisors, and persons above the rank of supervisor and persons for whom a trade union held bargaining rights as of March 4, 2020.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer agrees that there will be no intimidation, harassment, discrimination, interference, restraint, or coercion exercised or practised by the Employer or its representatives because of membership or activity in the Union.
- 3.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of race, colour, ancestry, creed (religion), place of origin, ethnic origin, citizenship, sex (including pregnancy, gender identity, gender expression), sexual orientation, age, marital status, family status, disability, and/or in receipt of public assistance.
- 3.03 The Employer and the Union are committed to providing a positive environment for staff and management. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment. Harassment does not include a reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers, and authority to manage and direct its working forces, except as modified by the Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- a) Maintain order, discipline, and efficiency; to establish and enforce reasonable rules and operate the facility in an efficient manner.
 - b) Hire new Employees, classify, direct, promote, demote, transfer, schedule within the regulations set out herein, discipline, suspend or discharge Employees provided that a claim by a non-probationary Employee that they have been discharged or otherwise disciplined without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - c) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine when overtime shall be worked; the means of performing work; job content and requirements; the qualifications of Employees; and to establish policy and procedures for the efficient conduct of its business.
- 4.02 The Employer shall exercise its rights in a manner that is consistent with the terms of this agreement.
- 4.03 The Employer shall not enter into individual agreement(s) with an employee in the bargaining unit.

ARTICLE 5 - DUES DEDUCTION

- 5.01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a cheque to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario.

The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate employment status termination and leaves of absence; and may be either in hard copy or electronic copy.

- 5.02 The Employer agrees to provide each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall be available to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.03 The Union will advise the Employer's Labour Relations Department in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer's Labour Relations Department with as much notice as possible. The Company and Union understand that if the Company is unable to meet the timeline, the Company will communicate with the Union to inform them of the projected completion date.
- 5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer agrees to recognize Union Stewards elected or appointed from among the employees in the bargaining unit.
- 6.02 The duty of the stewards shall be to represent employees and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.03 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- 6.04 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.
- 6.05 a) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
- b) A grievor, a Union Steward, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during their normal working hours shall be paid at their regular earnings for the period of time to prepare for and attend the meeting. At any such meeting, the grievor is entitled to be assisted by their steward and a Staff Representative when necessary. The Company reserves the right to limit the time spent in the preparation and presentation of a grievance if it deems the time taken to be unreasonable.
- 6.06 When discipline is to be imposed, an employee is entitled to be represented by a Union steward.

6.07 **Negotiating Committee**

- a) The Employer agrees to recognize the negotiating committee comprised of a Union Staff Representative and up to three (3) bargaining team representatives who shall be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. For the time spent in negotiations up to and including conciliation, the employees' salary, credits, and applicable benefits shall be maintained by the Employer and billed back to the union for reimbursement. Either party may utilize additional resource staff as may be required.
- b) The Employer shall also release negotiating team members from duty for reasonable preparation time and this will not be unreasonably denied. The union agrees to provide seven (7) calendar days' notice.

6.08 **Employer/Employee Relations Committee**

- a) The role of this committee is to discuss matters of mutual concern with the objective of improving operations and the general relationship between the parties. This committee shall not have the power to add to, amend or delete any part of the Collective Agreement.
- b) The committee shall meet at the request of either party to discuss matters of concern at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this collective agreement and thereafter shall alternate between a Union member and an Employer member.
- c) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- d) Employees serving on the Employee-Employer Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including reasonable preparation time.

6.09 The Employer shall maintain wages and benefits for employees carrying out activities during the Employer/Employee Relations Committee meeting.

6.10 Employees shall have the right to the assistance of an OPSEU/SEFPO Staff Representative whenever necessary.

The OPSEU/SEFPO Staff Representative, shall prior to arrival, advise the Manager or their designate of the visit. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

6.11 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 30 (thirty) minutes during the employer's orientation period without loss of regular earnings. The employee will be given a copy of the collective agreement.

6.12 **Bulletin Board**

The Employer will provide bulletin boards for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union Local President or Unit Steward.

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

7.01 The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of *The Occupational Health and Safety Act (OHSA)* and regulations as amended from time to time. The Committee shall be comprised of equal representatives from the Union and representatives from the Employer. Time away from their regular duties shall be granted to committee members at their applicable, rate of pay, and preparation time of no less than one (1) hour per meeting as provided in OHSA.

7.02 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. The Employer and Union agree to comply with the Occupational Safety Act of Ontario (OHSA) and regulations.

7.03 The Employer agrees to provide safety clothing and equipment as required, excluding safety shoes.

7.04 All employees covered by this agreement have a right to freedom from harassment in the workplace. All employees have a right to freedom from harassment because of sex, by their Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer undertakes to investigate all complaints of workplace harassment in an expeditious manner and share the outcome of such investigation with the Union.

7.05 **Violence in the Workplace**

- (a) The parties agree that violence shall be defined as any behaviour, or incident, in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse.

The parties agree that such incidents will not be condoned. An employee who believes they have been subjected to such incident shall report this to a Supervisor who will make every reasonable effort to rectify the situation. For the purpose of this article, employees as referred to herein shall mean all employees of the Employer.

- (b) The Employer agrees to develop formalized policies and procedures and will advise the Joint Health and Safety Committee, to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence committed by or against Aramark employees at the location as defined herein to the Joint Health and Safety Committee for review.

ARTICLE 8 - NO STRIKE OR LOCK-OUTS

8.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act*.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire for both parties that complaints of employees be addressed as quickly as possible. A grievance will be defined as any dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this collective agreement.

9.02 Complaint Stage

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within ten (10) working days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

9.03 Stage 1

The employee may file a grievance in writing with the immediate Supervisor. The written grievance, signed by the employee, shall state the nature of the grievance and the redress sought. The immediate Supervisor shall give the grievor their decision in writing within seven (7) working days of the submission of the grievance.

9.04 **Stage 2**

If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Manager or their designee, who shall hold a meeting with the grievor and their union representative at a mutually agreeable time within ten (10) working days of receipt of the request. The Manager shall deliver their decision in writing within seven (7) working days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit their grievance to Stage 3.

9.05 **Stage 3**

If the grievance is not resolved at Stage 2, the grievor may submit the grievance to the District Manager or their designee, who shall hold a meeting with the grievor and their union representative at a mutually agreeable time within ten (10) working days of receipt of the request. The District Manager shall deliver their decision in writing within seven (7) working days of the meeting. If the grievance is not resolved at Stage 3, the grievor may submit their grievance to arbitration as set out below.

9.06 **Dismissal Grievance**

A claim by an employee who has completed their probationary period who has been discharged from employ, that the discharge was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) working days of the discharge. Such grievance shall commence at Stage 3 of the grievance procedure as herein provided.

9.07 **Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Company has a grievance, it may be submitted at Stage Three of the grievance procedure. Such grievances must be submitted within ten (10) working days after the incident giving rise to the grievance.

9.08 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

9.09 In this Article and Article 10, days shall include all days exclusive of Saturday, Sunday, and designated holidays.

9.10 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

9.11 **Mediation**

The parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to, and costs shall be shared equally by the parties.

The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be referred to arbitration.

ARTICLE 10 – ARBITRATION

10.01 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

10.02 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

10.03 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole arbitrator.

Within seven (7) calendar days thereafter, the other party shall identify its' choice of a sole arbitrator.

The parties may confer in an effort to seek agreement on a sole arbitrator, or where there is no agreement within a period of fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.

Where a party prefers to use a full panel for arbitration, each side as noted above shall identify a nominee to the panel and they shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

10.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.

10.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

10.06 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

- 10.07 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 10.08 Each of the parties will bear the expense of its nominee, where necessary, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 10.09 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.10 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.
- 10.11 The Arbitration Board shall be governed by the following provisions:
- a) The Arbitrator or Arbitration Board shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it.
 - b) The decision of the majority is the decision of the Arbitrator or Arbitration Board, but if there is no majority, the decision of the chairman governs.
 - c) The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 11 - PERSONNEL FILE

- 11.01 Upon the provision of twenty-four (24) hours' notice, each employee shall have reasonable access to their personnel file for the purpose of reviewing any formal evaluations or formal disciplinary notations contained therein, in the presence of their immediate supervisor.
- 11.02
- a) Any letter of discipline shall be removed from the record of an employee eighteen (18) months following receipt of such discipline, provided the employee has received no other related discipline in that time frame.
 - b) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on their file.
 - c) An employee who objects to their performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections.

- d) The Employer shall provide an employee with written reasons for any disciplinary action.

ARTICLE 12 – SENIORITY

- 12.01 a) Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the employer and shall be on a bargaining unit-wide basis.

Clarity Note:

Last date of hire includes all unbroken service prior to certification of the Union for all bargaining unit members.

- 12.02 Seniority lists will be maintained and posted on the union bulletin boards. The lists shall be updated every six months and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision.
- 12.03 Where an employee moves from full-time status to part-time status or vice-versa, they shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status.

12.04 **Probationary Employee**

All new employees shall be hired on a probationary basis for a period of three (3) calendar months or four hundred and fifty (450) hours of work. A probationary employee may not grieve their release from employment for performance related issues but may grieve termination occurring as a result of an arbitrary, discriminatory or bad faith action on the part of the Employer.

12.05 **Accumulation of Seniority**

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority they had when they left.

Notwithstanding the above, seniority shall continue to accumulate during the entire period of a layoff, while off on approved leave and receiving employment insurance, while off on approved leave due to illness or injury, during pregnancy and parental leave, or Union leave.

12.06 **Loss of Seniority and Termination of Employment**

Continuity of service and seniority shall be considered broken, and employment terminated if the employee:

- a) resigns or retires;
- b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- d) If an employee has been laid off and fails to reply to a recall notice, within five (5) days of its mailing by registered mail to the employee's last known address and/or failing to return to work within three (3) days of receiving such notice;
- e) is absent from work for two (2) days without providing a reason satisfactory to the Employer;
- f) is laid off for a period in excess of 24 months;
- g) uses a leave of absence for a purpose other than that for which it was granted;
- (h) It shall be the responsibility of the employee to update their personal information in the payroll system. Employees who have no ability to undertake this, shall speak to their manager. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.
- (i) is absent from work more than twenty-four (24) months by reason of WSIB, illness or disability and there is no reasonable likelihood the employee will return to work.

12.07 Article 12 will be interpreted consistent with the *Ontario Human Rights Code* as amended from time to time.

ARTICLE 13- POSTING AND FILLING OF VACANCIES

13.01 The Company shall post notice of a permanent job vacancy within the bargaining unit for seven (7) calendar days and any successful candidate shall be moved to their new position as soon as it is practical to do so or within fourteen (14) calendar days whichever is shorter.

13.02 The posting shall be placed on all bulletin boards and emailed to all employees in the bargaining unit and a copy provided to the Union at the same time. Employees are required to submit their application in person within the deadline. The posting shall contain:

- a) the job title
- b) the franchise
- c) reporting relationship
- d) the hours of work including days of the week and days off
- e) rate of pay
- f) the qualifications and experience required to perform the job
- g) a brief description of the nature of the job

For the purpose of job postings, it shall be the responsibility of the employees to ensure the employer has a current up to date email address.

- 13.03 The posting shall clearly indicate the deadline date for application and the location or person to whom applications shall be made. The posting period shall be for not less than five (5) working days from date of posting.
- 13.04 The successful candidate shall be placed on a twenty (20) working day trial period upon starting the new position. During this period, the employee may elect to return to their former position. If the Employer decides that the successful candidate is not meeting the requirements with the training provided, within the twenty (20) working day trial period the employee will be returned to the employee's former position. This provision is subject to the employee's former position existing and is subject to the seniority provisions of the collective agreement.
- 13.05 The basis the Company shall use in selecting the successful candidate is qualification, skill(s) and ability for the job required.
- Only when two (2) or more employees have equal qualifications, skill(s) and ability to do the job required, shall seniority be the governing factor in making the selection.
- 13.06 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed, and no bargaining unit applicant was selected. At that time the employer may seek applicants from outside the bargaining unit.
- 13.07 **Temporary Positions**
- A temporary position is one that is expected to be non-recurring in nature and of less than six (6) months duration, or as a specific replacement for an employee on parental leave or another leave of absence with a pre-defined duration.
- 13.08 Postings for such positions under Article 13, Posting of Vacancies shall be for no less than five (5) working days and selection shall take place within five (5) working days of the expiry of the posting.
- 13.09 All conditions of Article 13, Posting & Filling of Vacancies shall apply.

13.10 Temporary Positions

On expiry of the temporary posting, the employee shall return to their former position. This provision is subject to the employee's former position existing and is subject to the seniority provisions of the collective agreement.

ARTICLE 14 – EMPLOYMENT STABILITY - LAYOFF AND RECALL

Definitions:

“Reading Week” is defined as the mid-semester reading breaks in fall and Winter as determined by Fleming College.

“Winter Break” is defined as the time period following the Fall semester exams and start of the Winter Semester.

“Summer Break” is defined as the break at the end of the spring semester.

14.01 The General Manager, or designate, will inform the Union Representative, or designate, at least fourteen (14) calendar days, when possible prior to any lay-off.

14.02 In the case of a reduction of staff due to operational shut down including summer lay-off, reading weeks and winter breaks the employer will lay-off the most junior employee(s) in the classification in the location affected by the lay-off.

14.03 During the temporary lay off period (summer, reading weeks and winter breaks) a seniority employee may voluntarily choose to be laid off by making a written request on a form supplied by the Employer, within 30 days of said period. Such request may be granted subject to the Employer maintaining a qualified workforce with the required knowledge, skill and ability.

14.04 In the event of a permanent lay-off, the following provisions shall apply:

- a) The Employer will lay-off the most junior employee(s) in the classification in the location to be affected by the lay-off.
- b) The Employer will give the Union and the employee(s) affected fourteen (14) calendar days advance notice, when possible, of such permanent lay-off. The employee(s) affected by the permanent lay-off may exercise their seniority rights to displace the most junior employee in their classification.
- c) Notices to individual employees will include a copy of the seniority list.
- d) Each employee receiving a notice of lay-off will have seven (7) calendar days from the layoff notice date to identify a position into which they wish to bump.

- e) Where a junior employee within the same classification cannot be located, the employee may exercise their seniority rights to displace a more junior employee in another classification, provided that the senior employee affected by the lay-off has the knowledge, skill and ability to do the job with a three (3) day familiarization period.
 - f) Once a job has been identified, the employee affected by the lay-off will be given five (5) calendar days from the seven (7) calendar days in sub-section (b) above to decide whether to accept the position or to accept the lay-off.
 - g) Any employee affected by the displacement by a senior employee, as above, will be offered these same rights commencing with sub-section (b) above.
- 14.05 Full-time employees who, as a result of permanent lay-off, become part-time employees shall, so long as they are entitled to be recalled pursuant to the terms of the Collective Agreement, be paid at the job rate of the position for all hours worked to fill in for the unexpected absences of full-time employees as required by the Employer.
- 14.06 No new employee will be hired and no person who is not a member of the bargaining unit will be scheduled to perform the duties of a laid off employee providing the employee on lay-off is willing, able, and available to perform the work.
- 14.07 Employees who are to be laid off due to lack of work shall be given at least fourteen (14) calendar days' advance written notice, when possible. Such notice shall not apply in circumstances where the laid off employee is given an opportunity of recall to available work which is not expected to extend beyond fourteen (14) calendar days. The Employer will make every effort to give the affected employees as much notice as possible.
- 14.08 Recall to work shall be made commencing with the most senior employee on lay-off in the classification and continuing from the top to the bottom of the seniority list, provided the employee has the skill and ability to perform the required job duties.
- 14.09 A layoff is defined as a reduction in the number of bargaining unit employees, or the elimination of one or more bargaining unit positions.
- 14.10 Layoffs shall be carried out by reverse order of seniority, in the location, provided that the senior employees have the qualifications, skills and ability to perform the normal requirements of the work.
- 14.11 A copy of any notice of lay off to an employee will be provided to the Union at the same time.
- 14.12 An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights or displace an employee with less seniority in the bargaining unit provided they have the qualification skills and ability to perform the normal requirements of the job.

14.13 Recall

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.

14.14 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position.

14.15 Government Programs

The Employer agrees that no full-time bargaining unit employee shall be laid off as a result of the Employer's participation in a government program.

14.16 No Contracting Out

The Employer agrees to meet and discuss with the Union any plans to contract out work normally done by employees, as far in advance as possible, to any contracting out.

14.17 Work of the Bargaining Unit

Except under emergency conditions or solely limited for the purposes of training, instructing or experimentation, in the event of a high demand situation, or where no employees with the required skills are available, supervisory employees shall not work on any job normally performed by an employee in the bargaining unit. Notwithstanding the foregoing the supervisor will continue the current practice and to assist the staff in the event of high demand situation and in the event scheduled staff fail to show up to work at the assigned times.

14.18 Rebranding

In the event of rebranding of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact by identifying and seeking ways to address retraining needs of employees. During any rebranding, employees shall not be required to reapply for positions which are substantially the same in nature.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the bargaining unit.

- 15.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 15.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 15.04 The Employer shall grant an employee who is affected by a technological change a reasonable training period to allow the employee to adapt.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Subject to the terms of the benefit plans, an employee shall be allowed to continue enrolment in all employee benefit plans at the employee's own expense while on unpaid leave of absence for a maximum of three (3) months.

16.02 a) **Union Leave**

The employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leaves are not intended to interrupt the operations of the employer and requests will not be unreasonably denied. In requesting such leave-of-absence for an employee(s), the Union must give at least ten (10) calendar days' notice in writing to the Employer. During such leave-of-absence, the employee's salary and benefits shall be maintained by the employer. The employer will bill back the union. This will be limited to three (3) employees at any one time and will not exceed five (5) days for each employee in a calendar year. Should more days be required within the calendar year, the Union agrees to provide as much notice as possible to the Employer, the additional time will not be unreasonably denied.

b) **Leave for Executive Board Members: Full Time Position**

When an employee is elected or appointed to a full-time position with OPSEU/SEFPO, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU/SEFPO and without loss of seniority for the durations of such leave. At the end of the assignment, the employee shall, upon two (2) weeks' notice be returned to the position held immediately prior to the commencement of the leave or to a comparable position, if available.

16.03 **Personal Leave**

The Employer shall grant three (3) unpaid days per year, pro-rated for part time employees, for personal reasons.

The request for leave of absence shall be in writing at in advance whenever possible and such request shall not be unreasonably denied.

16.04 Educational Leave

Where an employee is required by the Employer to complete a mandatory or legislated work-related training, the Employer will permit the employee to complete the training during paid work hours.

16.05 An employee is entitled to up to three (3) days without pay each year for the observance of recognized religious or cultural holidays, where the holiday falls on an employee's regular work day. Cultural holidays are significant days tied to an employee's ethnic origin or place of origin. Days off to observe religious or cultural holidays must be identified and scheduled in advance with the employee's immediate supervisor. Such requests shall not be unreasonably denied.

16.06 Bereavement Leave

a) An employee who would otherwise have been at work shall be entitled to:

The Employer shall allow up to five (5) days off at the employee's discretion without loss of pay in order to grieve, make necessary arrangements and/or to attend the funeral of an employee's father, mother, stepfather, stepmother, foster parent, brother, sister, stepbrother, stepsister, spouse, child or the spouse's child, the other parent of the employee's child, father-in-law, mother-in-law, a dependent or a relative residing in the employee's household or a relative with whom the employee resides.

b) The Employer shall allow up to three (3) days off without loss of pay in order to grieve, to make necessary arrangements and/or to attend the funeral of a close relative. Close relative is defined as a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece and nephew.

c) In case of the death of an individual not included above as "immediate family" or "close relative", the Employer will grant one (1) day off without pay for the death.

d) If the employee requires additional time off, they may arrange with their supervisor for vacation, lieu time or leave without pay.

e) An employee shall be granted additional travel time of up to two (2) travel days without pay where required. An employee may use one of the paid days stated above, where spring internment is required.

16.07 Jury Duty and Witness Leave

An employee who is required for jury duty may receive compensation from the Company of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses, provided that the employee:

- a) notifies the Employer immediately of the employee's notification that they will be required to attend court; and
- b) presents proof of service requiring the employee's attendance; and
- c) presents proof of the amount of pay received for such service.

16.08 Pregnancy Leave

The Company will comply with the *Employment Standards Act of Ontario, 2000 (ESA)* as amended from time to time with respect to the granting of Pregnancy Leave of Absence.

16.09 Parental Leave

The Company will comply with the *Employment Standards Act of Ontario, 2000 (ESA)* as amended from time to time with respect to the granting of Parental Leave of Absence.

16.10 Family Medical Leave

Employees will be granted Family Medical Leave in accordance with the *Employment Standards Act of Ontario, 2000 (ESA)*.

16.11 Personal Leave of Absence

The Employer may grant an employee a personal leave of absence for up to ninety (90) days without pay and benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager.

Employees requesting a personal leave of absence shall exhaust any accrued vacation time prior to taking the personal leave.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17.01 The Employer is committed to the training and development of its employees. The Employer agrees to provide in-house training when a new concept is introduced to ensure professional development to the affected employees.

ARTICLE 18 – REPORTING

18.01 Reporting Pay

If an Employee reports for work at the regularly scheduled time and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer not to report.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign on arrival.
- (c) The provisions of this article shall not apply in the event of a labour dispute, fire, or other extreme conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee not to report for work.

ARTICLE 19 - HOURS OF WORK , OVERTIME & SHIFT PREMIUMS

- 19.01 The normal hours of work shall up to thirty-seven and a half (37 ½) or forty (40) hours per week as applicable.
- 19.02 All employees who work in excess of five (5) consecutive hours in a shift will take a one half (½) hour unpaid lunch break.
- 19.03 All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours they shall be entitled to a second additional fifteen (15) minute break after the unpaid lunch break.
- 19.04 (a) Employees will be paid overtime at the rate of time and a half their regular rate for any hours over forty (40) hours in a week.
- (b) Where an employee has worked and accumulated authorized overtime under this article such employee shall be paid at the rate of time-and-one-half (1-1/2).
- 19.05 The Employer shall post a shift schedule not less than fourteen (14) days in advance. After the schedule has been posted and if changes are needed, the Employer will give as much notice as possible about those changes.
- 19.06 Employees may change shifts with each other provided the supervisor approves such change.
- 19.07 There shall be no split shifts for full-time employees unless mutually agreed between the employer and the affected employee. The parties agree that occasionally there are students who are employed by the employer and these students may work split shifts to enable them to attend classes during the day. This is the exception rather than the norm.
- 19.08 Overtime shall be distributed fairly among qualified and willing employees, the parties shall develop a seniority rotational system to ensure equitable access.

19.09 Subject to operational requirements, the employer shall endeavour to maintain the hours of work and schedules, however if circumstances warrant hours of work and schedules may be impacted, the employer will endeavour to provide as much notice as possible to the affected employee(s) and the union.

ARTICLE 20 - WAGES

20.01 The wages will be as set out in Appendix A, attached to and forming part of the collective agreement.

20.02 When a new classification is to be created the Employer shall notify the Union. The parties shall meet within thirty (30) days to discuss the rate of pay for the new classification. Should no agreement be reached between the parties then the Employer will set the rate of pay for the new classification. The Union may within ten (10) days of being notified of the rate of pay, file a grievance commencing at Stage 2 of the Grievance Procedure in Article 9.

20.03 An employee unable, through pregnancy, illness or injury, to perform normal duties shall be provided with alternative suitable employment within the bargaining unit with no reduction in rate of pay.

20.04 Orientation and Staff Meetings

The Employer will schedule mandatory orientation. Where the employer deems training or staff meetings to be mandatory the Employer shall pay employees for attendance at the regular or overtime rate as may be applicable.

ARTICLE 21 – PAID HOLIDAYS

21.01 Employees shall be entitled to the following list of paid holidays:

New Year's Day	Christmas Day
Boxing Day	Good Friday
Labour Day	Victoria Day
Thanksgiving Day	Canada Day
Family Day	

Any other holiday proclaimed and observed as a paid holiday by the client.

21.02 A full time employee required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1 1/2) times the regular hourly rate for all normal hours of work on that day.

- 21.03 A part-time or casual employee shall be paid in accordance with the *Employment Standards Act of Ontario, 2000 (ESA)*.
- 21.04 Employees who are absent without approval, or a justifiable reason on one or more of the qualifying days shall not receive the holiday pay as referred to in Article 21.01. The Employer shall not routinely compel the production of a medical note, unless for extreme circumstances.

ARTICLE 22 - VACATIONS

- 22.01 The Company shall grant vacations in accordance with the *Employment Standards Act of Ontario, 2000 (ESA)*.
- 22.02 The vacation year shall be from July 1st to June 30th each year. In the event the Employer is considering different dates for the vacation year, the parties agree to meet to discuss the viability and implementation of such change.
- 22.03 a) Upon completion of one year of service as of July 1st of any year, an employee will be entitled to two (2) weeks' vacation with pay at four percent (4%) of their earnings.
- b) Upon completion of five (5) years of service as of July 1st of any year, an employee will be entitled to three (3) weeks' vacation with pay at six percent (6%) of their earnings.
- c) Upon completion of ten (10) years of service as of July 1st of any year, an employee will be entitled to four (4) weeks' vacation with pay at eight percent (8%) of their earnings.
- d) Upon completion of fifteen (15) years of service as of July 1st of any year, an employee will be entitled to five (5) weeks' vacation with pay at ten percent (10%) of their earnings.
- e) Upon completion of twenty-five (25) years of service, as of July 1st an employee will be entitled to six (6) weeks' vacation with pay at twelve (12) percent of their earnings.

Earnings shall not include vacation pay.

- 22.04 It is understood that vacation entitlements shall be taken in accordance with work requirements and length of service. The Company will endeavour to accommodate employee's vacation requests; however, vacation schedules may necessarily be subject to the vacation schedules as programmed by the company's client.

Where necessary, staff will be required to maintain those services deemed necessary by the Company during such periods.

- 22.05 Where possible, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling, seniority shall be the governing factor.
- 22.06 During any year in which an employee becomes eligible for increased vacation entitlement, they shall commence accumulation of the increased entitlement effective July 1st of the entitlement vacation year.
- 22.07 a) For full-time employees, vacation pay will be paid out at the time of vacation at the end of the academic layoff, at the end of the vacation year, if applicable and when requested with two (2) weeks' notice from the pay period end. Such request must be provided in writing on a Vacation Form.
- b) For summer vacation the Vacation Form must be provided by April 1st.
- c) In the event of exceptional circumstances the Employer agrees to consider vacation requests submitted beyond April 1st.
- 22.08 An employee who is absent from work during the vacation year due to illness, accident or any unpaid leave of absence shall receive vacation pay proportionately less than normal entitlement.
- 22.09 All vacations weeks must be used in the vacation year. Employees shall not be entitled to carry forward their vacations from one year to the next.
- 22.10 Part-time employees shall receive vacation pay on each pay.

ARTICLE 23 – BENEFITS – see Appendix B

23.01 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent. The Employer shall provide the Union with ninety (90) days of written notice of change of insurance carrier.

23.02 Sick leave provisions are as follows – subject to eligibility, as outlined in Appendix B

Fully Paid Sick Days Per Calendar Year

3 Days after 1 year of service

Wage Continuation Benefits

2/3's of an employee's wages up to the EI Weekly maximum or whichever is less. There is a five (5) day waiting period for Wage Continuation Benefits. This five (5) day waiting period may be partially covered by fully paid sick days. Wage Continuation benefits are payable for a maximum period of fifteen (15) weeks from the first day of absence.

Fully paid sick days must be used prior to the Wage Continuation benefits commencing.

23.03 **Group Registered Retirement Savings Plan**

Group RRSP: Effective September 1, 2023 an employee may contribute 1% of the employee's bi-weekly earnings to a group RRSP through payroll deduction and the Employer shall match the Contribution.

23.04 **Benefits Information**

- a) The Employer shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in Appendix B.
- b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Appendix B. The Employer shall also provide the Union with access to all current information booklets provided to the employees.

ARTICLE 24 - GENERAL

24.01 a) **Meal Allowance**

The Employer shall provide one meal for each shift (of five (5) hours or more in length) worked, as well as a beverage and a snack during the rest period. Employees are allowed an amount of food and drink for personal consumption during their shifts, to be paid for by the employee through an automatic payroll deduction of two dollars (\$2.00) for each shift worked. A list of excluded items will be posted on the bulletin board.

b) **Kilometric Rate**

It is understood that employees are not routinely required to use their vehicle in the service of the Employer. However in the rare circumstance if an employee is required to use their car in the service of the Employer, they shall be reimbursed in accordance with the Employer's policy.

c) **Footwear Allowance**

Effective September 1, 2023: The employer agrees to reimburse employees up to eighty-five (\$85.00) dollars each per full-time employee and forty-five (\$45.00) dollars each per part-time employee for the purchase of slip resistant shoes for their use at work, upon proof of purchase, through the approved supplier(s). A list of approved suppliers shall be provided by the Employer.

The year is September 1st to August 31st.

ARTICLE 25 - WORKERS COMPENSATION

25.01 Where an employee is absent due to illness or injury which is compensable by (WSIB) *Worker's Safety Insurance Board*, the following shall apply:

- a) The employee will be eligible for benefits in accordance with the WSIB.
- b) If a person on WSIB returns to their employment, for purposes of calculating vacation entitlement in the year of their return, service will accrue while on WSIB.

ARTICLE 26 – DURATION

- 26.01 This Agreement shall be in full force and effect March 14, 2023 to March 13, 2026.
- 26.02 Either party may serve the other with notice within the last three months of its operation that it wishes to amend the Agreement.
- 26.03 On receipt of such notice by either party, the two parties shall meet or agree on a future date to meet and bargain in good faith to reach a renewal agreement.
- 26.04 In the event that neither party serves notice to amend as provided in 26.02, this Agreement shall continue automatically for annual periods of one year each until and unless one party gives notice under Article 26.02.

Signed at _____ this ___ day of _____ 2023

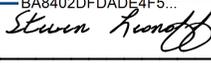
For the Union

DocuSigned by:

 DocuSigned by:
 5042AA4F679942C...
 Sue Dajac
 BB204D44AD444C8...

For the Employer

DocuSigned by:

 3145BFF823394EF...
 Paula Piscitelli
 DocuSigned by:
 BA8402DFDADE4F5...

 E5FBCAEBEE3437...

APPENDIX A – Wages

	March 15, 2023	March 15, 2024	March 15, 2025
General Help	\$16.20	\$16.85	\$17.52

APPENDIX B- Benefits



Aramark Canada Ltd

Benefit Summary

Division: Union Full-Time Hourly Employees

Part-Time employees are not eligible for the items #1 to #6. They are eligible for # 7 (RRSP).

Eligibility for Group Benefits:

Required Hours: 25 hours or more per week
 Months of Service: 1st of the month following 3 months of full-time service

Digital Drug Card: Yes

Policy Numbers: Medical Policy Number: 85720
 Dental Policy Number: 85721
 (*)

Travel Cards: No

Cost Share: Life Insurance, AD&D, Medical and
 Dental: 30% Employee Paid, 70% Employer Paid

Note: (*) Subject to an employee enrolling for this benefit.

1. Basic Life and Accidental Death and Dismemberment

Benefit Formula	\$25,000
Termination Age	Basic Life - Retirement AD&D – Age 70

Extended Health Benefit

1. Drug Benefit

a) Plan Type	Prescriptions
b) Reimbursement Level	90% reimbursement for each generic drug product prescription.
c) Dispensing Fee Cap	\$11.99 per prescription
d) Co-Payment	Not Applicable
e) Annual Deductible	Not Applicable
f) Annual Per Individual Maximum	Not Applicable
g) Sexual Dysfunction Drugs	\$1,200 per year
h) Fertility Drugs	\$15,000 Lifetime
i) Anti-Smoking Drugs	\$300 Lifetime
j) Benefit Maximum Age (Termination)	Retirement
j) Dependent Age	21
i) Student Age	25

2. Major Medical Benefit

a) Annual Deductible	N/A
b) Reimbursement Level	90% reimbursement
c) Schedule of Benefits	**Requires Physician Referral**
	\$200 per person per calendar year after the 15th visit or when the out of pocket expense has reached \$450
**Chiropractors	Effective September 1, 2023: \$300 per person per calendar year after the 15th visit or when the out of pocket expense has reached \$450
**Osteopaths	\$200 per calendar year
**Naturopaths	\$200 per calendar year
**Podiatrists	\$200 per calendar year
	\$200 per calendar year
**Massage Therapy	Effective September 1, 2023: \$300 per calendar year

**Psychologists	\$200 per calendar year
	\$200 per calendar year
**Physiotherapists	Effective September 1, 2023: \$300 per calendar year
**Speech Therapist	\$200 per calendar year
**Acupuncturists	\$200 per calendar year
**Private Duty Nursing	\$10,000 per year
Medical Equipment	Covered
Medical Supplies	Covered
Ambulance Services	Covered
Hearing Aids	\$500 every 5 years
**Orthotics	Covered
Orthopedic Shoes Custom Made	Covered
Dental Services due to accident	Covered
	\$35 per exam every 24 months for persons age 20 to 64 inclusive.
Eye Exam	Effective September 1, 2023: \$100 per exam every 24 months for persons age 20 to 64 inclusive.
d) Survivor Benefit	24 months from the date of death or until spouse remarries, whichever occurs first
e) Benefit Maximum Age (Termination)	Retirement
f) Dependent Age	21
g) Student Age	25
h) Overall Lifetime Maximum (includes Drugs, Hospital and Vision)	Unlimited

3. Vision Benefit

	\$250 every 24 months
a) Glasses Maximum	Effective September 1, 2023: \$350 every 24 months
b) Contact Lenses Coverage	Covered
c) Laser Surgery Benefit	Not Applicable
d) Vision Reimbursement Level	100%
e) Benefit Maximum Age (Termination)	Retirement
f) Dependent Age	21

g) Student Age	25
----------------	----

4. Hospitalization Benefit

a) Semi- Private Room Accommodation	Covered
b) Hospitalization Reimbursement Level	100%
c) Benefit Maximum Age (Termination)	Retirement
d) Dependent Age	21
e) Student Age	25

5. Dental Benefit

a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Complete Oral Exam	24 months
d) Recall Frequency	6 months
e) Fee Guide Year	Current Year
e) Fee Guide Based on province of employee residence	Yes
f) Level 1: Services	90%
Basic Restorative, Endodontic, Periodontic	Covered
Cleaning and Preventive Scaling	1 unit of polishing and 1 unit of scaling (1 unit equals 15 mins)
Periodontic Units	8 per calendar year
Rebasing/Relining/Repairs - Existing Denture	Covered
g) Level 2: Services	90%
Creation of an initial bridge or initial denture	Effective September 1, 2023: If the existing bridge or denture is at least 5 years old and cannot be made serviceable.
h) Annual Maximum:	Level 1: \$1,500 per calendar year Level 2: \$1,000 per calendar year
i) Survivor Benefit	24 months from the date of death or until spouse remarries, whichever occurs first
j) Benefit Maximum Age (Termination)	Retirement
k) Dependent Age	21
l) Student Age	25

6. Sick Leave Benefits

a) Fully Paid Sick Days per calendar year	3 Days after 1 year of service
b) Wage Continuation Benefits	<p>2/3's of an employees wages up to the EI Weekly maximum or whichever is less.</p> <p>There is a five (5) day waiting period for Wage Continuation Benefits. This five (5) day waiting period may be partial covered by fully paid sick days. Wage Continuation benefits are payable for a maximum period of fifteen (15) weeks from the first day of absence.</p> <p>Fully paid sick days must be used prior to the Wage Continuation benefits commencing.</p>

7. RRSP

Required Hours: No minimum per week
 Months of Service: Completion of probation period for part-time and full-time regular employees

Effective September 1, 2023	<p>An employee may contribute 1% of the employee's bi-weekly earnings to a group RRSP through payroll deduction and the Employer shall match the Contribution.</p> <p>No extra contributions can be made.</p>
------------------------------------	---

This Benefit Summary is prepared as information only and does not, in itself constitute a contract. It does not give you any contractual rights. The Medical and Dental Benefits Plans reimburse you according to plan provisions for specified reasonable and customary medical and dental expenses not Eligible under your Provincial plan. The official insurance contracts, Collective Agreements and Company Policy will govern in case of any discrepancies.