

REGULAR EMPLOYEE AGREEMENT

"A" AGREEMENT

Between:



ARAMARK CANADA LTD.
(HEREINAFTER CALLED "EMPLOYER")

PARTY OF THE FIRST PART

And:



CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295
(HEREINAFTER CALLED "THE UNION")

PARTY OF THE SECOND PART

March 1, 2020, through February 28, 2025

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"A" AGREEMENT

Between:

ARAMARK CANADA LTD.
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PARTY OF THE FIRST PART

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1295
(hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties of this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (c) To encourage efficiency in operations;
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right and function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, direct, transfer, promote, lay-off and schedule,
- (c) Discharge, suspend or otherwise discipline employees for just cause;
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to determine the work to be done, locations, methods, control and use of facilities, supplies, equipment and other property;

- (e) The Union recognizes the right of the Employer to make sure rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of its business including the above and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective Bargaining Agent for all of its employees, including casuals, working at Brock University in the Regional Municipality of Niagara, Ontario, save and except office staff, supervisors, managers, persons above the rank of supervisor and student employees covered by the subsisting Collective Agreement between the parties.

3.02 WORK OF THE BARGAINING UNIT

Managers and non-union employees shall not normally perform bargaining unit work, except for instruction, for inspection of work performed, in case of unavoidable staff shortages, or emergencies beyond the control of both parties to this Agreement. For the purpose of instruction.

3.03 NO OTHER AGREEMENTS

No employee shall be required or permitted to make any agreements with the Employer or his/her representatives which may conflict with the terms of this collective agreement.

3.04 NO STRIKES OR LOCK-OUTS

There shall be no strike or lock-out so long as this Agreement continues to operate. "Strike" and "Lock-out" shall be defined in the Ontario Labour Relations Act.

ARTICLE 4 - NO DISCRIMINATION

4.01 EMPLOYER SHALL NOT DISCRIMINATE

There shall be no discrimination, restraint, or coercion exercised or practiced with respect to any employee by reason of race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, gender, gender identity or marital status, nor by reason of his membership or activity in the Union or any other reason.

The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all employees of the Company. Therefore, the parties do

not condone behaviour that is contrary to the Human Rights Code, the Employer's Policy or the Occupational Health and Safety Act.

4.02 SEXUAL HARASSMENT

The Company recognizes that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all employees of its commitment to this in accordance with the Occupational Health & Safety Act and the Employer's Policy.

4.03 TIMELINES

The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner. Therefore, allegations of discrimination and harassment will be investigated on a timely basis.

4.04 HARASSMENT IN THE WORKPLACE

Harassment in the workplace is defined as engaging in a course of vexatious comments or conduct against another person or persons in the workplace that is known or ought reasonably to be known to be unwelcome. It includes but is not limited to verbal, visual, or physical conduct which denigrates or shows hostility or an aversion toward an individual and has the purpose or effect of creating an intimidating, hostile or offensive work environment.

4.05 RESPECTFUL WORKPLACE

The Employer, the Employees and the Union recognize their joint obligation to:

- i) Provide and maintain a safe and healthy workplace;
- ii) Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- iii) Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

4.06 TRAINING

The Employer agrees that information and training regarding harassment and discrimination is essential to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.

4.07 CONFLICT

If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

4.08 DOMESTIC VIOLENCE

If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker in accordance with the Occupational Health & Safety Act.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 CHECK-OFF PAYMENTS

The Employer shall deduct from every employee any dues or equivalent of dues, initiation fees, or assessments uniformly levied by the Union or its members.

5.02 DEDUCTION

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th day of the month, accompanied by a list of names and hours worked.

The Union shall notify the Employer's Labour Relations Department in writing sixty (60) days in advance of any changes in the amount of Union dues to be deducted.

5.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.

5.04 ADDRESS UPDATE

Twice annually the Employer shall provide to the Union a complete list of employee addresses and classifications.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 POTENTIAL EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

6.02 COPIES OF AGREEMENT

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or representative will provide them with a copy of the Collective Agreement. Sufficient copies of the Collective Agreement shall be produced by the Employer and distributed by the Union so that new employees and each member of the bargaining unit shall receive a copy. The Employer will bill the Union for fifty percent (50%) of the cost of producing the contracts.

6.03 UNION ORIENTATION

A representative of the Union shall be given an opportunity to meet each new employee within regular working hours at a mutually agreed upon time, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.

ARTICLE 7 - CORRESPONDENCE

7.01 CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Food Service Director and the Union official with copies to Management, Local President of Local 1295 and National CUPE Representative.

Correspondence regarding contract negotiations and grievance arbitrations shall be between the Employer's Labour Relations Department and the Union National Representative with copies to the party's representatives at Brock University.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 LABOUR MANAGEMENT COMMITTEE

It is agreed that a Committee will be established of six (6) members from Union and six (6) members from Management which shall meet monthly to discuss matters of mutual concern with the objectives of promoting and improving the performance of the operations in which they are engaged.

An agenda for the meeting will be prepared in advance by the Union and Management and exchanged at least three (3) days prior to the meeting. Subsequent to the meeting, minutes of the meeting will be prepared, reviewed and approved.

At least three of the Management members will be Unit Managers. Both parties, by mutual consent, will have the right to invite guests to meetings who can contribute constructively to items on the agenda.

This Committee shall not have the power to add to, amend or delete any part of the Collective Agreement. This Committee shall represent all employees covered by the "A" and "B" Agreements.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 REPRESENTATION

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers in writing. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business. Such Union Officers shall represent all employees covered by the "A" and "B" Agreements.

9.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of not more than six (6) members of the Union. The Union will advise the Employer of the Union members of the Committee. Negotiations shall be conducted jointly for all employees covered by the "A" and "B" Agreements.

9.03 REPRESENTATIVE OF CANADIAN UNION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/Advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance at a mutually agreeable time.

9.04 TIME OFF FOR MEETING

Any representative of the Union or the Bargaining Committee or the Grievance Committee who is in the employ of the Employer, shall have the right to attend meetings between the Union and the Employer held within working hours without loss of remuneration for the hours of work they had been scheduled for that day.

Should any employee's end of shift occur during the time that they are in attendance at the Labour Management Committee meeting or the Grievance Committee meeting, such employee will be compensated at straight time rate of pay for time spent at the meetings.

All time spent to complete grievance meetings with the employer shall be considered time worked. Such time shall include a reasonable period of time and not to exceed 30 minutes before the beginning of the meeting with the employer.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure of the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

10.02 DESIGNATED NUMBER OF STEWARDS

The Employer recognizes the right of the Union to designate six (6) Stewards. A Steward will have the right to represent employees covered by the "A" and "B" Agreements.

10.03 NAMES OF STEWARDS

The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize them.

10.04 GRIEVANCE COMMITTEE

The Stewards selected shall constitute the Grievance Committee.

10.05 PERMISSION TO LEAVE WORK

The Union recognizes that each Steward and Chief Steward is employed full-time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward or Chief Steward shall leave their work without obtaining the permission of their supervisor, which permission shall be given within a reasonable time.

10.06 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10.07 SETTling OF GRIEVANCES

It is the mutual desire of the parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate supervisor without satisfaction. The employee may, if they wish, be accompanied by their steward or in the steward's absence, the chief steward. Should any difference arise between the employer and any employee from the interpretation, application, administration, or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner.

STEP 1

Within five (5) working day of the incident involved or within five (5) working days of when they could be reasonably expected to have knowledge of the incident involved, the aggrieved employee(s) will submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Stewards and/or another member of the Grievance Committee. At each step of the Grievance Procedure, the grievor shall have the right to be present.

STEP 2

If the Steward and or the Grievance Committee consider the grievance to be justified they will first seek to settle the dispute with the employees Manager and submit the grievance to the Manager within five (5) working days of receipt of the grievance. The Manager will respond in writing within five (5) working days.

STEP 3

Failing satisfactory settlement within four (4) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the General Manager a written statement of the particulars of the grievance and the redress sought. The General Manager shall meet with the Union Grievance Committee within four (4) working days of receipt of the written statement. The General Manager shall render this decision within four (4) working days of the meeting.

STEP 4

Failing a satisfactory settlement being reached at Step 3, the grievance shall be submitted to the District Manager within five (5) working days from the response at Step 3. A meeting will be held with Grievor, the Union Committee and District Manager or designate within seven (7) working days. The District Manager shall render their decision within seven (7) working days from the date of the meeting.

STEP 5

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

10.08 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of the Article may be by-passed.

10.09 GRIEVANCE ON SAFETY

An employee or a group of employees, who are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

10.10 REPLIES IN WRITING

Replies to grievances stating reasons of both parties shall be in writing at all times.

10.11 FACILITIES FOR GRIEVANCES

The Employer shall supply the necessary facilities for the grievance meeting.

10.12 MUTUALLY AGREED CHANGES

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Any changes have to be in writing and signed by both parties.

10.13 TECHNICAL OBJECTIONS TO GRIEVANCES

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable. This Article 10.13 shall not be interpreted in such a manner as to allow either party to the Collective Agreement to raise additional matters unrelated to the original grievance.

ARTICLE 11 - ARBITRATION

11.01 COMPOSITION OF ARBITRATION

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure established by this Agreement, and within thirty (30) days of the completion of Step 4 of the grievance procedure referred to in Article 10.07, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

The parties agree to select a sole arbitrator by mutual agreement, failing which either Party may request that an appointment be made by the Minister of Labour for Ontario. Notwithstanding the foregoing either Party may make application for an expedited hearing pursuant to the provisions of the Ontario Labour Relations Act, 1995. The Arbitrator shall hear and determine the difference of allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any employee effected by it. Each Party shall pay its own costs, and the fees and expenses of the Arbitrator shall be shared equally by the Parties.

11.02 AMENDING OF TIME LIMITS

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties.

11.03 WITNESSES

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.04 MEDIATION

Once the Union or Employer has processed a grievance to arbitration, both parties may within ten (10) days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The Grievor(s) will attend the mediation meeting. Time spent in attendance at mediation during an employee's regular working hours shall be with pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any

mutually agreeable resolution reached by parties through such mediation shall be binding upon the parties. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

The time limits specified herein may be extended by mutual consent.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.01 EMPLOYER'S RIGHT

The Employer has the right to maintain discipline including the right to discharge or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the responsibility of the Employer. The employee and the Union shall be advised promptly in writing by the Employer of the reasons for any suspension or discharge.

12.02 PROGRESSIVE DISCIPLINE

The Employer subscribes to the philosophy of "progressive discipline" in other than serious instances requiring immediate discharge. As appropriate, the employer will issue verbal and written reprimands.

12.03 RIGHT TO HAVE STEWARD PRESENT

Under normal circumstances an employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

Any disciplinary action imposed upon an employee by the Employer with which the employee disagrees may be processed through the regular grievance procedure.

12.04 ACCESS TO PERSONNEL FILE

With twenty-four (24) hours prior notification an employee shall have the right at any time to have access to and review their personnel file. All disciplinary warnings and appropriate backup information shall be removed from an employee's record twelve (12) months from the date of issue.

ARTICLE 13 - SENIORITY

13.01 SENIORITY DEFINED (TYPE OF SENIORITY UNIT)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority shall be used in determining preference or priority for promotion, transfers, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

Seniority shall operate on a bargaining unit wide basis.

Student employees moving from the "B" Agreement bargaining unit to a casual position with the "A" Agreement bargaining unit shall be credited with fifty per cent (50%) of their seniority earned while a "B" Agreement employee. The new length of seniority will be transferred to days (2 ½ days per week) in order to establish a position on the casual list with the "A" agreement.

Casual employees will earn seniority on the basis of days worked to a maximum of five (5) days per week. This shall not limit a casual from working in excess of five (5) days per week.

A casual employee who receives a permanent posting within the "A" agreement bargaining unit will be credited with 100% of their seniority date, provided that the maximum seniority allowed will be less than the lowest seniority of an "A" agreement posted bargaining unit employee.

Employees returning from an approved leave of absence for the purpose of education shall be credited with their full seniority as of the date of commencing such leave, plus any additional seniority acquired as an employee under the "B" agreement as per the preceding paragraphs.

13.02 SENIORITY LISTS

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced as well as the employee's seniority date. Where two or more employees commenced work on the same day, a lottery shall be held in the presence of the affected employees and a union representative to determine the order on the seniority list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards monthly.

13.03 PROBATION FOR NEWLY-HIRED EMPLOYEES

All newly-hired employees shall be on probation for the first ninety (90) calendar days of their employment, and should the employee not have worked 40 days during this 90 calendar day period, the probationary period will be extended until such time as the 40 days worked has been achieved.

Upon the successful completion of an employee's probationary period, seniority shall be effective from the original date of employment.

During the probationary period an employee may be terminated at any time without reference to the seniority provisions or grievance procedure set out in this agreement.

13.04 POSSIBLE REASONS FOR LOSS OF SENIORITY

An employee will lose their seniority and employment status for any of the following reasons:

- (a) Resignation which is not withdrawn within two (2) days;
- (b) Discharge for just cause;
- (c) Continuous layoff in excess of the employee's length of seniority or twenty-four (24) months, whichever is less;
- (d) Absence from work for three (3) consecutive working days without proper notification to the Employer unless the employee was unable to do so;
- (e) Failure to report for work from layoff within five (5) days after receipt of notice by registered mail to the last address of record;
- (f) Failure to return from vacation or leave of absence on the date designated, unless such absence was extended by the Employer or the employee. The request and extension will be in writing at all times, except for situations caused by acts of God or situations where it is impossible for the employee to contact the employer;
- (g) Use of leave of absence for other than reasons requested and approved.

13.05 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

The "A" Agreement posted employee will enter the casual list with one (1) day more than the highest seniority employee at the time of placement.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 JOB POSTINGS

When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position. Positions to be filled shall be posted within one (1) week of vacancy. No job vacancies shall be posted during the regular lay-off periods. If the Employer deems it necessary to post a position during one of these periods, it shall be the responsibility of the Employer to notify all laid-off employees of the job vacancy. The regular lay-off periods are the summer, Christmas break and reading weeks.

14.02 INFORMATION IN POSTINGS

Such notice shall contain the following information:

Classification, minimum qualifications, shift, hours of work, wage rate, location, and date. Such qualifications may not be established in an arbitrary or discriminatory manner.

Posting will state that the current job description can be found in the job description binder located at the Retail and Residence Managers offices board.

14.03 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Both parties recognize:

- (a) The principle of promotion within the service of the Employer, and
- (b) That job opportunity should increase in proportion to length of service assuming that employees meet the minimum qualifications.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within four (4) working days of the posting removal. Following appointment, the position shall be filled by the next work schedule or two (2) weeks, whichever is less.

14.04 TRIAL PERIOD

- (a) The successful applicant shall be notified within four (4) working days following the end of the posting period. They shall be placed on trial for a period of thirty (30) days actually worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job or if the employee is not satisfied with the position, they shall be returned to their former position and wage rate without loss of seniority.

Any other employee promoted or transferred because of the arrangement of positions shall also be returned to his/her former position and wage rate without loss of seniority.

- (b) Orientation Period - Layoff

The employee exercising their bumping rights will be provided with a twenty (20) days actually worked orientation period to familiarize themselves with the job. In the event the employee proves unsatisfactory in the position during the orientation period or if the employee is unable to perform the duties of the job or if the employee is not satisfied with the position, they shall exercise their rights under article 15.02.

14.05 NOTIFICATION OF EMPLOYEE AND UNION

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified

of all promotions, demotions, hirings, layoffs, transfers, recalls, and terminations in the bargaining unit.

14.06 DISABLED AND OLDER WORKER PROVISION

The Employer shall provide suitable alternate employment if available when, through advancing years, injury, illness or disability, an employee is unable to perform their duties providing such employee is capable of performing the duties of the alternate position. Such employee shall not displace an employee with more seniority. This process can be initiated by either the Employer or Employee.

14.07 TRAINING

It is mutually understood that on the job Franchise training will be provided to the successful applicant of a posted position.

Previous lack of experience will not be used as a barrier to prohibit an employee to cover shifts.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force, a reduction in the regular hours of work as defined in this Agreement and/or an employees hours of work.

15.02 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

15.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority.

15.04 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to the employees, the Employer shall notify employees, in writing, who are to be laid off a minimum of five (5) working days prior to the effective date of layoff.

15.06 BUMPING INTO LOWER CLASSIFICATIONS

Employees bumping into lower classifications during lay-off periods will be subject to lower classification rates of pay, unless equivalent number of hours of work in their classification are not available. Employees who choose not to work in their classification will be subject to lower classification rates of pay.

15.07 WORKING DURING LAYOFF

Employees working during layoff periods, shall choose from available hours of work according to their seniority and qualifications. Employer shall assign most senior qualified employee if can't be reached by telephone in accordance with employee's Shift Availability Form.

15.08 SUMMER LAYOFF

Summer layoff will be defined as the period of time from the last day of exams at the end of the spring semester up to Labour Day.

The procedure for summer layoffs will be as follows:

- (a) The Employer agrees to not layoff the top ten (10) senior employees during the summer layoffs and further agrees to offer forty (40) hours of work per week to these employees.
- (b) At least thirty (30) days prior to the summer layoff, the employer will post the number of positions that will be available for work during the summer layoff period.
- (c) Employees interested in working during the summer layoff period will sign the summer availability list.
- (d) Employees who have signed the summer availability list shall choose their hours from the available hours of work during the summer layoff period in accordance with their seniority, qualifications in accordance with Article 15.09.
- (e) If there are an insufficient number of volunteers who sign the summer availability list for work, then the least senior qualified employees will be required to work when work is available. The employer will add these employees names to the summer work list and the employer will provide these employees seven (7) days' notice of their addition to the summer work list.
- (f) Employees not offered work and on layoff will be provided the option to fill out an availability form for any future work that might become available during the layoff period.

ARTICLE 16 - HOURS OF WORK/SCHEDULING [ACADEMIC AND NON-ACADEMIC YEAR]

16.01 REGULAR DAILY AND WEEKLY HOURS

All employees shall be scheduled on the basis of forty (40) hours per week, eight (8) hours per day, and this shall be the maximum hours of work to be paid at straight time

rates of pay; however, it shall not be construed as a guarantee of either a minimum or maximum of hours of work per day or per scheduled period. Management will make every effort to schedule the working days on a Monday to Friday basis. However, during the academic year, preference of shift will be given annually to employees with greater bargaining unit wide seniority. Schedules will be posted to provide employees with as much notice as possible and in no case will such notice be less than at least one (1) calendar week in advance of the scheduled work week. Schedules will be posted in each unit by Thursday at noon for work commencing the following Thursday and a copy will be given to the Union VP of Aramark.

16.02 WORKING SCHEDULE

- (a) Normally, days off shall be consecutive and shall be planned in such way as to distribute free weekends as equally as possible;
- (b) There shall be no split shifts except by mutual agreement;
- (c) During the periods from Labour Day through December 1st and January 1st through April 30, the normal hours and days of work of each employee shall be posted at least one (1) week in advance. Once posted, the schedule shall not be changed without the knowledge of the employee.
- (d) Days off and vacation time will be requested through the request for leave forms and vacation process. The request for leave forms must be received a minimum of eight (8) days prior to the schedule being posted. The employee will be notified of whether the leave has been approved or not within three (3) days of when the written request was received. Management approval will be based on seniority and operational requirements.

16.03 SHIFT CHANGE

Scheduled shifts shall not be changed without the knowledge of the employee(s) involved and with notice to the employee, in accordance with Bill 148, 72 hours before the end of the employee's previous shift.

16.04 BREAKS

Each employee shall have their breaks in the following manner:

Four (4) hour shift	One (1) fifteen minute paid break
Five (5) hour shift	Two (2) fifteen minute paid breaks
Six (6) hour shifts	One-half (1/2) hour meal and one 15 minute paid break
Seven (7) hour shifts	One-half (1/2) hour meal and one 15 minute paid break.
Eight (8) hour shift	One-half (1/2) hour meal and two (2) 15 minute paid breaks

16.05 CHANGES TO PERMANENT JOB POSTINGS

Permanent changes in hours of one (1) hour or more; or significant change in job duties; or permanent changes in starting times of plus or minus one (1) hour; or permanent changes in days worked, will result in that position being posted.

16.06 RETRO PAY

All economic adjustments to the wages shall be fully retroactive to all employees in both "A" and "B" Agreements

16.07 HOURS OF WORK

Employees shall be required to work all hours of their posting providing their posting is available and unchanged in accordance with Clause 16.05.

16.08 SHIFT AVAILABILITY

Employees shall provide bi-weekly availability forms by at least the 15th of the preceding month. Failure to provide a shift availability form within the above timeframe shall result in the prior availability form being utilized.

16.09 CALL-IN PROCEDURES

Once the schedule has been posted, the Employer will offer the work to the most senior qualified employee who is not scheduled to work that day. This procedure does not require the employer to incur overtime expenses.

16.10 ADDITIONAL SHIFTS AFTER POSTED SCHEDULE

Events received after the schedule has been posted, will be filled in order of seniority by those who are not already scheduled for eight (8) hours per day or forty (40) hours per week, and to those who will not go into overtime with the additional shift. If notice of an event is 48 hours or more due to staffing for new or additional functions: offer to most senior qualified person based upon qualification when the new shift is longer hours and does not incur overtime.

16.11 ASSIGNING SHIFT AFTER POSTED SCHEDULE

Should an insufficient number of people be available to work, the remaining shift(s) shall be assigned to the least senior qualified employee(s) starting with the casual employees.

16.12 SCHEDULING DURING LAYOFF

During Layoff periods employees, in order of seniority, will be required to select to work or take Layoff. These work requests will start with the most senior qualified employee and progress downward until the number of employees needed is obtained.

16.13 SHIFT CHANGE

During the academic year, an employee can request to trade a scheduled shift with another employee scheduled shift, provided the employee is qualified to perform the work and this is subject to approval by the manager. Such mutual exchange shall be submitted in writing and will not be unreasonably denied.

ARTICLE 17 - OVERTIME

- 17.01 Overtime payment at the rate of time and one-half of an employee's regular rate of pay shall be made for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
- 17.02 An employee shall not be required to lay off during regular hours to equalize any overtime worked.
- 17.03 Posted or otherwise approved overtime shall be divided on the basis of seniority as listed on the overtime list. The list will be made up of employees who are willing and qualified to perform the available work. The Employer will provide the Union with an overtime accrual list on a by-weekly basis.
- 17.04 The overtime list will be posted in each location on the 20th of each month for a period of five (5) calendar days; this is for the overtime to be performed during the next month. Employees who want to be considered for overtime during this particular month will have to sign their name on the list no later than 4.00 p.m. on the 5th day of the posted five-day period. It is understood that only the employees who have signed the list will be offered overtime for this particular month.
- 17.05 An employee who is called in to work outside their regular working hours shall be paid for a minimum of three (3) hours whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.
- 17.06 An employee who has worked overtime may choose to take the equivalent time off in lieu of overtime payment at a mutually agreed upon time. Unpaid lieu hours will be paid out to employees upon request, or on the last payroll period in December of each year. It is understood that employees are required to provide two (2) weeks notice should they wish to be paid out their unpaid lieu hours.

ARTICLE 18 - HOLIDAYS

18.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

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

Easter Sunday is not a paid holiday but will be paid at a double time rate for all hours worked.

Should the Province of Ontario proclaim Truth and Reconciliation Day as a statutory holiday under the Act, the Employer will recognize the day as a paid holiday.

18.02 OBSERVANCE OF HOLIDAYS ON SATURDAY OR SUNDAY

The observance of the above holidays shall be the same in accordance with the Brock University calendar.

18.03 PAY FOR REGULARLY SCHEDULED WORK ON A HOLIDAY

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day's pay or time in lieu, at a time mutually agreed.

18.04 COMPENSATION FOR HOLIDAYS FALLING ON SCHEDULED DAY OFF

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or time off in lieu, at a time mutually agreed.

18.05 CALCULATIONS OF HOLIDAY PAY

Employees are to be paid for the holidays the daily rate the employee is normally paid for their regular position.

18.06 QUALIFICATIONS FOR HOLIDAY PAY

In order to qualify for holiday pay, an employee must work their scheduled workday preceding and following the holiday, unless on a leave of absence of less than thirty (30) calendar days or off due to sick day supported by a doctor's certificate. This regulation shall not apply to Christmas Day, New Year's Day or Boxing Day provided the employee has worked during the week preceding the layoff period and reports back on the first scheduled workday after the Christmas layoff period or is off due to sick day supported by a doctor's certificate.

18.07 PAID HOLIDAYS FOR CASUAL EMPLOYEES

Casual employees shall be given paid holidays and holiday pay in accordance with the Ontario Employment Standards Act as amended from time to time.

ARTICLE 19 - VACATIONS

19.01 LENGTH OF VACATIONS

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- | | | |
|-------------------------------|---|--|
| First 3 years | - | 4% of total pay earned in previous twelve (12) months (prior to June 1 of each year) |
| 3 rd thru 5th year | - | 5% of total pay earned in previous twelve (12) months (prior to June 1 of each year) |
| 5 th thru 9th year | - | 6% of total pay earned in previous twelve (12) months (prior to June 1 of each year) |

9th thru 14th year	-	7% of total pay earned in previous twelve (12) months (prior to June 1 of each year)
14 th year thru 19 th year	-	8.5% of total pay earned in previous twelve (12) months (prior to June 1 of each year)
19 th year thru 25 th year	-	9.5% of total pay earned in previous twelve (12) months (prior to June 1 of each year)
25 th year and over	-	10.0% of total pay earned in previous twelve (12) months (prior to June 1 of each year)

Vacation pay shall be the appropriate percentage of the total pay earned in the previous twelve (12) months or the employee's regular week's pay, whichever is greater.

Effective May 1, 2023:

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

First 3 years	-	4% of total pay
3 rd thru and 5th year	-	5% of total pay
5 th thru 9th year	-	6% of total pay
9 th thru 14th year	-	7% of total pay
14 th year thru 19 th year	-	8.5% of total pay
19 th year thru 23 rd year	-	9.5% of total pay
23 rd year and over	-	10.0% of total pay

Effective May 1, 2023:

Vacation pay shall be the appropriate percentage of the total current pay or the employee's regular weeks pay, whichever is greater. Vacation pay shall be calculated on the gross pay received for the pay period less any vacation pay.

When an employee requests a lump sum(s) payment of vacation such request shall not be denied.

19.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULES

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay, at a time mutually agreed. The time shall not be unreasonably denied.

19.03 VACATION PAY ON TERMINATION

An employee terminating employment at any time prior to using their vacation, shall be paid all accrued and outstanding vacation.

19.04 PREFERENCE IN VACATIONS

Seniority shall determine the selection of vacation period, keeping in mind the efficient operation of the Employer.

19.05 VACATION SCHEDULES

Employees shall notify the Employer of their annual vacation dates by April 10th. Vacation schedules will be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Requests for vacations that are received after April 10th will be approved based on the order in which they were received, according to operational needs such approval will not be unreasonably denied.

If an employee has their vacation request in prior to April 10th and their vacation request is not going to be approved by the Employer, the Employer will contact the affected employees prior to May 1 so they are able to change their vacation request.

19.06 UNBROKEN VACATION PERIOD

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

19.07 APPROVED LEAVE OF ABSENCE DURING VACATIONS

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement.

19.08 OVERTIME VACATION RATE

No employee shall be required to work during their scheduled vacation period.

19.09 VACATIONS FOR CASUAL EMPLOYEES

Casual employees shall be given vacation pay in accordance with the Ontario Employment Standards Act as amended from time to time. Vacation pay shall be paid on each pay.

19.10 VACATION PERIOD

For the purpose of Article 19, the vacation period will run from May 1st to April 30th of each year.

ARTICLE 20 - SICK LEAVE

20.01 SICK LEAVE DEFINED

Sick leave is defined as the period of time an employee is absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act.

20.02 AMOUNT OF PAID SICK LEAVE

Sick leave shall be earned at the rate of one (1) day for every month in which eight (8) days' work is performed.

20.03 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave shall accrue for their future use, but in no case may more than fifty-five (55) days of earned but unused sick leave with pay be accumulated.

20.04 SICK LEAVE RECORDS

The Employer shall advise the union in writing of the amount of sick leave accrued for each member on a monthly basis.

Further, employees can approach management to request their accrued amount of sick leave which will not be unreasonably denied. Such requests will be responded to within 3 days.

20.05 ELIGIBILITY

In order to be eligible for sick leave with pay for any period over three days, a doctor's certificate must be provided upon request by the Employer, that upon providing costs, shall be reimbursed for the costs from the employer. Paid sick leave is based on working days only.

20.06 SICK TIME NOTICE

An employee in order to be eligible for paid sick leave must give notice no later than one hour before the start of the scheduled shift if the employees start time is before 8:00 a.m. If the employees start time is after 8:00 a.m. then the employee is required to give the Employer 2 hours' notice before the employees start time.

20.07 CALCULATION OF SICK PAY

A day's sick pay allowance will be the number of hours in an employee's regularly scheduled workday times the employee's regular straight-time hourly rate.

20.08 EXCESSIVE USE

Excessive absence without good cause of substantiated medical reasons could lead to discipline, including possible termination. In cases of excessive use of sick leave, the

Employer, after having met with the Union Sick Committee, may require medical certification for all future absences of the employee involved.

20.09 PAYMENT ON RETIREMENT

If an employee retires after the age 55, all accumulated unused sick pay benefits to a maximum of fifty-five (55) days will be paid to employees with five (5) or more years of service.

20.10 BACKFILLING TEMPORARY POSITION

An employee filling a temporary position created by an employee being off sick shall be returned to their last previous position when the employee who is off sick returns to work. If the employee's last previous position does not exist, then the employee will have the right to bump in accordance with their qualifications and seniority.

20.11 CASUAL SICK LEAVE

Casual employees are not eligible for paid sick leave.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions and seminars shall be allowed leave of absence without pay and without loss of benefits. The Employer shall continue to pay the employee his regular pay during such leave and shall bill the Union for the cost of the same.

Employees elected or appointed to attend conferences, conventions, seminars, and schools or to conduct the Union's affairs shall, where reasonably possible, be granted a Union paid leave of absence for the same provided the Corporation is given reasonable notice. The Company will consider such leaves on a case-by-case basis subject to operational requirements concerning scheduling and shall not be unreasonably denied. The Company will continue to pay the employee's salary and benefits and invoice the Union for the same. It is the responsibility of the Union to seek approval directly from the applicable manager for the purpose of all leaves concerning Union affairs, save and except grievance and grievance mediation hearings; arbitration hearings; regularly scheduled labour/management meetings; and sessions to amend the collective agreement, all of which will be coordinated by Human Resources.

21.02 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence during their term in office.

- (c) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for the length of their term in office.

21.03 PAID BEREAVEMENT LEAVE

- (a) The Employer will grant five (5) days off without loss pay in order to attend to bereavement responsibilities for the death of a parent, spouse, child and grandchild.
- (b) The Employer will grant three (3) days off without loss of pay in order to attend to bereavement responsibilities for death of a member of their immediate family.
- (c) Immediate family is defined as: Father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, brothers, sisters, sisters-in-law, brothers-in-law, step-families, common-law spouses' family as noted in this section.
- (d) In the case of death of a relative not included above the Employer may grant time off without pay for up to three (3) days.
- (e) The time off referred to above, will be taken at a time the employee requests it, in writing and will not be unreasonably denied.
- (f) An extension of the above leaves will be granted on compassionate grounds without pay.

21.04 MOURNER'S LEAVE

One (1) day leave shall be granted without pay to attend a funeral as a pallbearer or mourner. The employee agrees to give the Employer as much notice as possible.

21.05 MEDICAL LEAVE

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventative medical health and dental care. On request, employees may be required to show proof of medical or dental care. Such paid days shall be deducted from an employee's accumulated sick leave credits.

21.06 MATERNITY LEAVE AS A RIGHT

Maternity/Parental leave shall be granted as a right. The employee shall be entitled to a leave of absence for the purposes of giving birth or adopting a child.

The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy, providing the employee is capable of performing their normal duties.

21.07 LENGTH OF MATERNITY LEAVE

Maternity leave shall be as per *Employment Standards Act*.

21.08 SENIORITY STATUS DURING MATERNITY LEAVE

While on maternity leave, an employee shall retain their full employment status and accumulate seniority under this Collective Agreement.

21.09 PROCEDURE UPON RETURN FROM MATERNITY LEAVE

When an employee decides to return to work after maternity leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall have the right to bump into the position of their choice according to her seniority.

21.10 TIME OFF FOR ELECTIONS

Employees shall be allowed, when necessary, up to four (4) consecutive hours for federal elections and three (3) consecutive hours for provincial and municipal elections.

21.11 JURY DUTY

An employee who is called for jury duty or acts as a witness in court shall be allowed leave of absence in order to attend. Such an employee shall pay to the Employer the amount of the jury duty or witness fee excluding meal and mileage allowance and shall be paid for their normal scheduled hours for such absence at their regular rate of pay.

21.12 CITIZENSHIP LEAVE

An employee shall be allowed the necessary time off with pay to receive their Canadian citizenship.

21.13 GENERAL LEAVE

An employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such requests shall be made in writing three weeks in advance of the leave except in cases of emergency where advance notice is not possible. Such approval shall not be withheld without just cause. An employee returning from leave shall provide notification two (2) weeks prior to their return to work.

21.14 PATERNITY LEAVE

The Employer agrees to grant paternity leave in accordance with the Ontario Employment Standards Act or other applicable legislation, as amended.

21.15 EMERGENCY LEAVE

An employee shall be entitled to emergency leave of absence in each calendar year in accordance with *Employment Standards Act*.

21.16 REQUESTS FOR LEAVE OF ABSENCE

All requests for leaves provided for in this Article will be submitted in writing to the office

manager or designate/replacement on the form provided by the Company at least seven (7) days in advance of the beginning of the affected scheduled week and submitted during business hours. The employee will be notified of whether the leave has been approved or not within seven (7) days of when the written request was received.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 PAY DAY

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Punch details shall be reviewed two days prior to pay day and the pay statements shall be reviewed on the day pay is issued.

22.02 EQUAL PAY FOR WORK OF EQUAL VALUE

Employees shall receive equal pay for work of equal value.

22.03 PAY ON TEMPORARY TRANSFER, HIGHER-RATED JOB

When an employee temporarily relieves in or performs the principal duties of a higher-paying position for more than two (2) hours, they shall receive the higher rate for the entire shift.

22.04 PAY ON TRANSFER, LOWER-RATED JOB

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

22.05 SHIFT PREMIUMS

- (a) Shift differential of forty-five (45¢) per hour shall be paid for any hours worked between 10:00 P.M. and 5:00 A.M., excluding mutually agreed upon hours and the Union shall be notified of all exclusions.

Effective ratification: Shift differential of sixty cents (60¢) per hour shall be paid for any hours worked between 10:00 P.M. and 5:00 A.M., excluding mutually agreed upon hours and the Union shall be notified of all exclusions.

- (b) Weekend premium of twenty-five cents (\$0.25) per hour shall be paid for all hours worked from Friday 10:00 p.m. to Monday 5:00 a.m.

Effective upon ratification: Employees scheduled to work on Saturday or Sunday will receive a premium of forty (\$.40) cents per hour for all hours worked between Friday 10:00 p.m. to Monday 5:00 a.m.

Effective September 1, 2023: Employees scheduled to work on Saturday or Sunday will receive a premium of fifty (\$.50) cents per hour for all hours worked between Friday 10:00 p.m. to Monday 5:00 a.m.

22.06 CASH SHORTAGES

An employee handling cash shall not be financially responsible for shortages, except in the case of criminal negligence.

22.07 MEALS

Employees who are entitled to a lunch break as defined in Article 16.05 will be deducted one dollar twenty-five cents (\$1.25) meal allowance.

Article 16.05 states each employee who works a six (6), seven (7) and eight (8) hour shift will be entitled to a lunch break. Only those employees who work six hours or greater will be entitled to the benefit under this article.

The Employer shall provide a meal, as well as a beverage, during rest period for its employees at a cost of one dollar twenty-five cents (\$1.25) per day worked. This only applies to employees who are eligible to receive a dinner. Eating on the job site at times other than at meal or break periods is not permitted.

Effective March 1, 2014, meal period deductions will increase to \$1.50 per day worked.

22.08 PAYROLL CORRECTIONS

In the event that an employee is underpaid by more than seventy-five (\$75.00) dollars pay due to a payroll error, attributed to the Company, the Company shall ensure that the error is corrected, and the employee is paid within five (5) business days of the Company being notified of the payroll error. Payroll errors resulting in an underpayment of less than seventy-five (\$75.00) dollars will be corrected on the payroll immediately following in which the error was made.

Any overpayment will be recovered by the Company through payroll deduction beginning the first pay following knowledge of the error. The Company and employee may agree to an alternative method of reimbursement of the sum owed.

22.09 OFF SITE BREAKS

Employees are permitted to leave the job site during their breaks provided they inform their supervisor that they will be leaving the job site or the Campus. This is for Health and Safety reasons.

22.10 CONTACT INFORMATION

It shall be the obligation of each employee covered under terms of this Agreement to inform the Food Service Director of their current address and telephone number.

22.11 PYRAMIDING PREMIUM RATES

There shall be no pyramiding of premium rates, overtime, or holiday pay.

22.12 PARKING

Starting September 1st of each year, employees may elect to have the cost of university parking deducted from their bi-weekly paychecks. The deductions for parking will be pro-rated over the eight (8) months of the academic year, regardless of the type of parking pass purchased.

22.13 GRATUITY

If a client or customer specifically directs a gratuity to an employee or group of employees, said employee or employees shall receive the gratuity in its entirety.

For further clarity, anyone in management is not entitled to collect gratuity.

22.14 BARTENDING/SERVER PREMIUM

Effective Ratification: New Wage Bartender/Server – cashier wage – plus \$1.00 to be placed in Schedule A.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 JOB DESCRIPTIONS

The Employer agrees to job classifications for all positions for which the Union is bargaining agent. These classifications shall be discussed with the Union and shall become the recognized job classifications.

23.02 NO ELIMINATION OF PRESENT CLASSIFICATION

Existing classifications shall not be changed without prior written notification and consultation with the Union.

23.03 CHANGES IN CLASSIFICATIONS

The Employer shall prepare a new job classification whenever a job is created. When a new job classification is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.

23.04 JOB DESCRIPTIONS

The Employer will supply the union with current job descriptions of all classifications for which the union is the bargaining agent.

All job descriptions will be inserted into a binder that will be located in the Retail Manager and Residence Manager's Office

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 BENEFITS

The Employer shall provide the following benefit plans:

- (a) Ontario Health Insurance Plan (O.H.I.P.) - Employer to pay payroll tax to cover O.H.I.P.
- (b)
 - 1) \$10,000 Life Insurance and \$10,000 A.D. & D.
 - 2) O.H.I.P. Supplement.
 - 3) Vision Care Plan will be \$300.00 every 24 months.
 - 4) Prescription Drug Plan - Employer to pay 70% of cost
- Effective January 1, 2025 – 80% employer paid
 - 5) Dental Plan - Employer to pay 70% of cost for a plan on the current ODA fee schedule that provides for benefits reimbursed at 80%, with an annual maximum of \$1,000.00. Effective July 1, 2023 increase to \$1,500.00.

All employees must participate in the Dental Plan unless they can provide evidence of coverage under the group insurance dental plan of a family member.

- 6) Orthotic inserts of \$500.00/year.
- (c) Any benefit changes made in the above plans during the term of this Agreement will automatically become a part of this Agreement. In no event shall the above benefit plans be reduced.

24.02 CONTINUATION OF BENEFITS ON LAYOFF

During the period of layoff (12 months), the Employer shall continue to allow the employee to maintain hospital, medical, disability, group life insurance and other benefits of this Agreement at 100% cost to the employee.

Starting September 1st of each year, the benefits will be prorated over eight (8) months for twelve (12) months coverage. Should an employee no longer retain employment any monies owed as a result of the prorated premiums will be reimbursed.

24.03 R.R.S.P. CONTRIBUTIONS

Four percent (4%) matching R.R.S.P. for "A" Agreement employees, except casual employees.

Effective 8 weeks after ratification: Five percent (5%) matching R.R.S.P for "A" Agreement employees, except casual employees.

24.04 CASUAL BENEFITS

Casual employees are not eligible for benefits under this Article.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Union and the Employer shall establish a joint Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act.

25.02 A first aid kit as approved by the Worker's Compensation Board shall be supplied by the Employer and placed in appropriate locations at the workplace.

25.03 In the event of an employee injury at the workplace, the Employer at their expense shall supply transportation for the injured employee to receive medical attention except where transportation costs are covered by an insurance plan.

25.04 When the Employer requires employees to be trained in Safe Food Handling and/or Smart Serve, the Employer will provide training at no cost to the employees.

ARTICLE 26 - UNIFORM AND CLOTHING

26.01 SUPPLY OF WORK CLOTHING OR UNIFORM

The Employer shall provide all uniforms required to be worn on duty and the employees shall maintain such uniforms.

The Employer will provide employees who work 4 or more shifts per week to a four (4) uniforms and aprons level and replace as normal wear and tear requires.

The Employer will provide employees who work 3 or less shifts per week with three (3) uniforms and aprons and will replace as normal wear and tear requires.

A jacket shall be available to employees designated to work in cold temperature areas.

26.02 FOOTWEAR REIMBURSEMENT

Effective Ratification: The employer agrees to reimburse employees up to fifty dollars (\$50.00) each per employee for all purchase of slip resistant shoes for their own use upon proof of purchase. All Employees will be entitled to this benefit once per calendar year.

Effective January 1, 2025 - \$75.00.

ARTICLE 27 - GENERAL CONDITIONS

27.01 PROPER ACCOMMODATION

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

27.02 BULLETIN BOARDS

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 RIGHT TO REFUSE WORK

The Parties agree that the Employer has a responsibility to inform employees about known hazards or those which ought reasonably to be known. The Parties agree that employees have the right to refuse to perform unsafe work in accordance with the Occupational Health & Safety Act. The Parties agree that employees shall participate in the Joint Health and Safety process as outlined in this Article of this Collective Agreement.

27.04 VIOLENCE IN THE WORKPLACE

The Employer agrees that they will assess the workplace(s) for risks of violence that may arise on an ongoing basis through the Joint Health and Safety Committee and make recommendations with the aim of preventing and reducing risk.

The Employer agrees that they shall provide workers with information and instruction that is appropriate on the contents of the policy and program with respect to workplace violence.

If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 PRESENT CONDITIONS TO CONTINUE

All benefits and working conditions which employees now enjoy, receive, or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

28.02 CHANGES IN THE WORKPLACE

The Employer agrees to meet and discuss with the Union any anticipated technological, operational changes, implementation of policies or changes in duties of classifications which will have a significant impact on bargaining unit employees. Said discussion will take place sixty (60) days prior to the implementation, whenever possible.

ARTICLE 29 - GENERAL

29.01 PLURAL OR FEMININE TERMS MAY APPLY

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01 The Employer will notify the Union at least sixty (60) days in advance of any technological changes which generates a permanent layoff. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Employer and its employees.

In the event these changes cause a permanent lay off, the effected employees will be offered their rights under article 15 of the collective agreement or they can receive severance pay and waive their right to recall.

After being noted in writing about their permanent layoff, the employee shall have seventy-two (72) hours to make the decision and give it in writing to the employer. If the employee fails to notify the employer, the employee shall then preserve their recall rights under the collective agreement.

If the employee decides to accept severance pay, they will receive one (1) week of their regular pay for each year of their completed years of service, plus the number of completed months of employment divided by twelve (12) for any year that is not completed, calculated at the time of the layoff, (based on the average number of hours per week during the six (6) months prior to the layoff) to a maximum of 26 week pay.

If the employee elects to keep their recall rights and is not recalled within their recall period, the employee will then receive at the end of their recall period a termination pay in lieu of notice as described in the Ontario Employment Standards Act.

For the purpose of this article a technological change is defined as any change involving the introduction of a new piece of equipment or work methods which result in a permanent layoff.

ARTICLE 31 – TERM OF AGREEMENT

31.01 DURATION

This Agreement shall be binding and remain in effect from March 1, 2020, through February 28, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.


31.02 NOTICE OF CHANGES


Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.


Dated in Niagara Region, Ontario this 26th day of March 2024.


Signed on behalf of the CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1295

Signed on behalf of
ARAMARK CANADA LTD.



Brad Worden (Mar 28, 2024 16:05 EDT)


Paula Piscitelli (Mar 28, 2024 09:22 EDT)



James M Harper (Apr 2, 2024 10:48 EDT)


Ibtisam Fares (Mar 27, 2024 19:58 EDT)

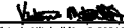

Kevin (Mar 28, 2024 09:07 EDT)


Tamara Fuleki (Apr 2, 2024 09:18 EDT)


Robin Gray (Mar 27, 2024 16:15 EDT)


Tracy D'Arcy (Mar 28, 2024 14:38 EDT)


Steven Leonoff (Mar 27, 2024 16:20 EDT)


Victoria Mitchell (Apr 2, 2024 08:24 EDT)


Lisa Giura (Apr 2, 2024 15:10 EDT)



SCHEDULE "A" – WAGES

Classification	Current	May 1, 2020 2.50%	March 1, 2021 3.25%	March 1, 2022 3.50%	March 1, 2023 4.00%	March 1, 2024 4.50%
General Cafeteria	17.98	\$ 18.43	\$ 19.03	\$ 19.69	\$ 20.48	\$ 21.40
Cashier	18.13	\$ 18.58	\$ 19.19	\$ 19.86	\$ 20.65	\$ 21.58
Cashier/Runner	18.13	\$ 18.58	\$ 19.19	\$ 19.86	\$ 20.65	\$ 21.58
Delivery Person	18.13	\$ 18.58	\$ 19.19	\$ 19.86	\$ 20.65	\$ 21.58
Front Check Position / Cashier	18.13	\$ 18.58	\$ 19.19	\$ 19.86	\$ 20.65	\$ 21.58
Second Cook	18.39	\$ 18.85	\$ 19.46	\$ 20.14	\$ 20.95	\$ 21.89
Cook	18.93	\$ 19.40	\$ 20.03	\$ 20.74	\$ 21.56	\$ 22.53
Cold Catering	18.93	\$ 19.40	\$ 20.03	\$ 20.74	\$ 21.56	\$ 22.53
Tim's Finisher	18.93	\$ 19.40	\$ 20.03	\$ 20.74	\$ 21.56	\$ 22.53
Stores/Inventory	19.05	\$ 19.53	\$ 20.16	\$ 20.87	\$ 21.70	\$ 22.68
Dinner Cook	19.99	\$ 20.49	\$ 21.16	\$ 21.90	\$ 22.77	\$ 23.80
Baker	21.07	\$ 21.60	\$ 22.30	\$ 23.08	\$ 24.00	\$ 25.08
Red Seal Baker	21.58	\$ 22.12	\$ 22.84	\$ 23.64	\$ 25.78	\$ 26.94
Chef	25.85	\$ 26.50	\$ 27.36	\$ 28.31	\$ 29.45	\$ 30.77

Effective ratification: Bartendar/Server – cashier wage +\$1.00.

Red Seal Baker Wage: Effective ratification - % increase + \$1.15.

****Chefs** In order to receive a Chef classification rate of pay, an employee must have a "Red Seal" certification or an equivalent certification.

Casual employees covered by "A" Agreement shall receive the appropriate rate for their classification.

Newly hired employees shall be paid \$.25 per hour less than the above rates for his/her classification for his/her first ninety (90) calendar days of employment.

The Employer will pay retroactivity on all wages and RRSP's, the Employer further agrees to contact any employee who has left the employer and notify them of their retroactivity.

NOTE: The following present job titles shall be included in the General Cafeteria Classifications. Vacancies in any job title position shall be posted and filled in accordance with Collective Agreement.

GENERAL CAFETERIA

Dishroom
Banquets
Tables
Pot Washers
Sandwich Maker
Hot Line Server
Salads
Line Server
Deli Line
Bus Person
Pizza Maker

LETTER OF AGREEMENT

Between:

ARAMARK CANADA LTD.

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295

RE: CLAUSE 15.09 LAYOFFS AND RECALL

Clause 15.09 will apply except where the following conditions are met:

The Employer produces a guideline of available shifts at least one (1) month in advance of the posting of the schedule. The guideline will be posted five (5) weeks in advance of the affected schedule.

The guideline is posted in the same locations as the schedules.

The Employer utilizes the Shift Availability Form in order of preference. It is the employees' responsibility to provide the Employer with their shift availability within the prescribed timelines. Failure to provide the shift availability form will result in the Employer utilizing the prior month's shift availability in accordance with Clause 16.08.

For clarity, should the above requirements be met, the Employer has the right to schedule employees during the affected layoff and Clause 15.09 will not apply.

The Parties agree to meet within thirty (30) days of ratification to discuss any amendments to the Shift Availability Form.

The Employer agrees to include one (1) Union Representative in the preparation of the first post ratification schedule.

Shift Availability Execution

Step 1: First factor in assigning shifts to most senior employee

Step 2: Classification will be second factor in assigning shifts to most senior employee

Step 3: Shift Preference (time) will be third factor in assigning shifts to most senior employee

Step 4: Location will be fourth factor in assigning shifts to most senior employee. Each employee must provide three locations on their shift availability form.

If the employer cannot fill the schedule via steps 1-4 above, they will issue a scheduling alert by emailing and posting the available shifts in the units. This email and posting will occur by Thursday at 4 pm. If an employee is interested in a shift, they are required to call EXT XXXX by the following day (Friday) at 10 am and leave a message outlining the job number they are interested in. If for some reason, the number of shifts required exceeds five, the alert will not be issued and the employer will fill the schedule by reverse seniority, and qualifications, regardless of their shift availability form.

Should an employee be reversed scheduled into a shift that creates undue personal circumstances, the employee may mutually switch that shift with another employee. Both employees must be qualified to do the shifts that they switch. The employer may decline the switch based on qualifications or if they would be required to incur overtime as a result of the switch.

Once the schedule has been issued, any concern must be brought to the scheduling supervisor or office manager no later than the Tuesday at noon prior to the start of the schedule.

In the event that a scheduling error has occurred, the affected person will be moved into the entitled shift as per their shift availability form and qualifications. The originally scheduled person will be moved within the same wage classification as they were scheduled for in conjunction with their qualifications and shift availability form. Should the shift availability form state "posting only" for the originally scheduled person, the individual will be moved into an alternative job within their wage classification at the time they were originally scheduled to work.


Affected shifts will be corrected up until the point that the most senior person affected chooses to stay in the shift they were scheduled for.

This Letter of Understanding is subject to the Mediation/Arbitration process.


Dated in Niagara Region, Ontario this 26th day of March 2024.

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1295


Signed on behalf of
ARAMARK CANADA LTD.


James M Harpe (Mar 28, 2024 10:05 EDT)



Paula Piscitelli (Mar 28, 2024 09:22 EDT)


James M Harpe (Apr 2, 2024 10:48 EDT)






Robsam Fares (Mar 27, 2024 19:58 EDT)

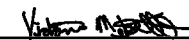

Kevin (Mar 28, 2024 09:07 EDT)



Tamara Fuleki (Apr 2, 2024 09:18 EDT)

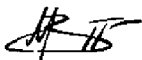

Robin Gray (Mar 27, 2024 16:15 EDT)


Tracy D. Ozdow (Mar 28, 2024 14:38 EDT)


Steven Leonoff (Mar 27, 2024 16:20 EDT)


Victoria Mitchell (Apr 2, 2024 08:24 EDT)


Lisa Giura (Apr 2, 2024 15:10 EDT)



LETTER OF UNDERSTANDING

Between:

ARAMARK CANADA LTD.
"herein referred to as the Employer"

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295
"herein referred to as the Union"

RE: VACATION

Any accrued and unused vacation as of April 30, 2023, will be banked and exhausted no later than the expiry of the current collective agreement (February 28, 2025).

Dated in Niagara Region, Ontario this 26th day of March 2024.

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1295

Signed on behalf of
ARAMARK CANADA LTD.


Brad Worden (Mar 28, 2024 16:05 EDT)


Paula Piscitelli (Mar 28, 2024 09:22 EDT)



James M. Harper (Apr 2, 2024 10:48 EDT)



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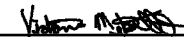

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