

COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.
Vancouver Refreshment Services

AND



**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC

FIRST PRINTING
Errors and Omissions Excepted

TERM OF AGREEMENT
April 8, 2022 to April 5, 2025

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN
President

CHARLES PRATT
Secretary-Treasurer

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LAND ACKNOWLEDGEMENT

As stated in Aramark’s Indigenous Relations Policy, Aramark recognizes the Truth and Reconciliation Commission’s recommendations to support economic and cultural reconciliation. Aramark works across the country on Indigenous traditional lands that have historic and modern Indigenous treaties, is on or off Indigenous reserves or is traditional territory that may have been historically shared between different Indigenous nations. Historically, a land acknowledgement is a traditional practice shared amongst many Indigenous groups to recognize the land and territory that they are visiting. Indigenous peoples had extensive trading practices with surrounding communities and most considered it important to express gratitude when visiting another groups’ traditional territory. Aramark supports the use of an Indigenous Land Acknowledgement (ILA) for gatherings or meetings on traditional lands or territory of Indigenous peoples. Acknowledging territory shows recognition of and respect for Indigenous peoples. It is recognition of their presence in both the past and the present. Recognition and respect are essential elements of establishing healthy, reciprocal relations which are key to the reconciliation process. To that end;

Aramark Canada Ltd. and UFCW Local 247 (the “Parties”) acknowledge the unceded and traditional territories of the many Indigenous Peoples on whose land our work takes place. The Parties acknowledge the Indigenous Employees of Aramark Canada Ltd. and Members of UFCW Local 247 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Employees of Aramark Canada Ltd. and Members of UFCW Local 247 are recognized and respected within our agreements.

COLLECTIVE AGREEMENT

BETWEEN:

ARAMARK CANADA LTD.

Vancouver Refreshment Services

(hereinafter referred to as the "Employer")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**

(hereinafter referred to as the "Union")

WHEREAS:

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees at the described unit and to provide guidelines for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions for all employees who are subject to the provisions of this Agreement.

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

ARTICLE 1 – DEFINITION

1.01 (A) EMPLOYEE

The term "employee" as used in this Agreement includes all employees of the Employer as defined herein who are paid on an hourly basis, except as specified in Article 1.02.

(B) PROBATIONER

Employees shall be considered to be probationary employees until they have worked ninety (90) days. During the probationary period they will not be entitled to seniority and may be terminated by the Employer by reason of being unsuitable for further employment. The reasons for termination shall be made known to the Union upon request.

(C) SENIORITY

The term "seniority" shall mean the length of continuous service from the last date of hire with the Employer within the bargaining unit.

(D) OVERTIME

For the purpose of Article 15.07 overtime shall mean:

- (i) Hours worked beyond the standard work day.

- (ii) Hours worked beyond the standard work week.

1.02 EMPLOYEES OUTSIDE THE BARGAINING UNIT

The foregoing Article 1.01 of this Article shall not apply to those employees excluded by the Labour Code of British Columbia.

ARTICLE 2 – RELATIONSHIP

2.01 BARGAINING AGENT

The Employer recognizes the Union as the exclusive Bargaining Agent for employees and categories of employees referred to in the certificate of bargaining authority held from time to time by the Union and agrees to negotiate with the Union and/or an appointed Representative looking toward a peaceful and amicable settlement of any differences that may arise between the Employer and the Union.

2.02 NO DISCRIMINATION

There shall be no discrimination against any employee because of Union activities.

2.03 BULLETIN BOARDS

The Employer will make space available on the bulletin boards for the purpose of posting notices of Union meetings, the seniority list, and a copy of the Collective

Agreement. All other material is to be authorized by the manager prior to posting.

2.04 NO STRIKE OR LOCKOUT

The Employer agrees that there shall be no lockout of employees, complete or partial during the term of this Agreement, and the Union agrees that there shall be no strike or slowdown either complete or partial while this Collective Agreement is in effect.

2.05 WORK PERFORMED – MEMBERS OF THE BARGAINING UNIT

No work shall be performed within the bargaining unit by persons outside the bargaining unit except in the event of an emergency or for the purpose of training and/or instructions, product testing and development, and in cases due to absenteeism or immediate need. The Shop Steward will be informed of the reasons or conditions that would cause Management to perform the work.

2.06 UNION REPRESENTATIVE

A duly authorized Representative(s) of the Union upon request to and agreement by management, shall have access to the plant during working hours for the purpose of assessing whether this Agreement is being properly observed. Such visitations shall not interfere with the scheduled activities of the location.

ARTICLE 3 – MANAGEMENT FUNCTIONS

3.01 MANAGEMENT FUNCTIONS

The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, power, and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the expressed provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Employer shall include:

- (a) To maintain order, discipline, and efficiency;
- (b) To hire, direct, discharge, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees except at a claim by an employee that they have been discharged or disciplined without reasonable cause, or improperly classified, transferred, laid off, or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure as set out in Article 6;
- (c) To make, enforce, and revise from time to time rules and regulations relating to discipline, safety, and the general conduct of the employees. In this regard, the Employer will advise the Union of any new rules at least five (5) working days prior to the implementation of such new rules;

(d) To determine the number of personnel required from time to time, the standards of performance of employees, the schedules of work, schedules of vacations, the services to be performed, the methods, procedures, machinery, and equipment in connection therewith, and the extension, limitation, curtailment, or cessation of operation.

3.02 The Employer agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

ARTICLE 4 – UNION SHOP AND DEDUCTION OF DUES

4.01 CONDITIONS OF EMPLOYMENT

Upon completion of thirty (30) days service with the Employer, all employees shall, as a condition of employment, become and remain active members of the Union. It is agreed that the Employer shall distribute a Union application form for membership, such forms to be forwarded to the Union office when completed and signed.

The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, their responsibility in regard to Union membership as supplied by the Union and to provide the Union, in writing, with the name, address and mobile phone number of each employee to whom they have presented the material, along with the

employee's date of hire, contents of the material to be such that it is acceptable to the Employer.

4.02 DEDUCTION OF DUES

All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward immediately to the Union office fully completed and signed.

The employer agrees to provide each new employee at the time of employment, with material outlining to the employee, their responsibility in regard to Union Membership as supplied by the Union.

It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union bylaws.

The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least four (4) weeks prior notice of the effective date change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4.

The Employer shall remit on a monthly basis:

- a) monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;
- b) a statement showing each employee's name, employee number and social insurance number, and department from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, landline and/or mobile telephone numbers, social insurance number of all bargaining unit employees.

4.03 INDEMNIFICATION FROM LIABILITY

The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in making the deductions provided for in Article 4.

It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy.

4.04 The Union will provide copies to the Employer, and the Employer shall provide all new employees with a copy of the current collective agreement.

ARTICLE 5 – SHOP STEWARDS

5.01 UNION NOTIFICATION

The Union shall keep the Employer notified in writing of the name of the stewards and the effective date.

5.02 EMPLOYMENT DUTIES

It is understood that the steward has their regular work to perform and if it is necessary to serve a grievance during working hours, they will not leave their work without first obtaining permission from their supervisor. When returning to their regular work they will so advise their Superior.

5.03 NO LOSS OF PAY

In accordance with the understanding of Clause 5.02 above, the steward will be compensated for reasonable time spent during their working hours in processing of grievances up to a maximum of one (1) hour in any one (1) week.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 (A) DEFINITION OF GRIEVANCE

A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement.

(B) It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until they have first given their immediate supervisor an opportunity of adjusting the complaint.

6.02 If an employee has any complaint or question which they wish to discuss with the Employer the employee may alone, or with the assistance of their steward, discuss the matter with the employee's immediate supervisor.

6.03 If such complaint or question is not settled to the satisfaction of the employee concerned, the following steps of the grievance procedure may be invoked. Time constraints in the grievance procedure extended by mutual agreement.

STEP #1: Grievances must be submitted to the Employer within ten (10) working days of the alleged occurrence said to have caused the grievance. The General

Manager or their designated representative shall give their reply in writing within ten (10) working days.

STEP #2: If such reply is not satisfactory, the Union may forward the grievance in writing to the Regional Manager or their designated representative within five (5) days of the Step #1 reply. The Regional Manager or their designated representative shall reply within five (5) days.

6.04 If the grievance is not settled, either party may submit the grievance to Arbitration as outlined in Article 7 or Letter of Understanding #1.

6.05 Policy grievances between the Employer and the Union shall be reduced to writing and submitted at Step #1 of the grievance procedure.

6.06 In determining the time limits in this clause, Saturdays, Sundays, and Statutory Holidays shall be excluded.

6.07 MONETARY SETTLEMENTS

The Employer will make every attempt to pay out monetary grievances by the next pay period, but this does not preclude the parties from making other arrangements in dealing with the grievance.

ARTICLE 7 – ARBITRATION

- 7.01** The Parties agree that Expedited Arbitration as defined in Appendix C may be used as an alternative to the arbitration procedures noted in the Collective Agreement.
- 7.02** Request for arbitration must be submitted within ten (10) days after the grievance was dealt with as outlined in Step #2 of the grievance procedure.
- 7.03** When either party requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other party to this Agreement. This notice shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within five (5) days after receiving the notice advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees shall within a period of fifteen (15) days select a chairperson. If they are unable to agree upon a chairperson they may request the Labour Board to appoint a chairperson.
- 7.04** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.05** Each of the parties shall bear the expense of their nominee and shall jointly bear the expense of the chairperson.

- 7.06** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.07** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement or alter, modify, or amend any part of this Agreement.
- 7.08** The parties may mutually agree that a sole arbitrator shall be appointed in place of the Board of Arbitration. The sole arbitrator shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.

ARTICLE 8 – SENIORITY

8.01 SENIORITY LIST

There shall be a seniority list for the bargaining unit which shall indicate the name, classification, and the most recent date of hire by the Employer.

The Employer shall forward a seniority list to the Union every six (6) months.

8.02 LOSS OF SENIORITY

An employee shall lose seniority and be deemed terminated if the employee:

- (a) voluntarily quits or resigns;

- (b) is discharged;
- (c) fails to return to work upon completion of an authorized leave of absence, unless a reason satisfactory to management is given by the employee;
- (d) has been out of employment of the Employer for a period of six (6) consecutive months or longer without leave of absence, or;
- (e) fails to signify their willingness to return to work within three (3) days after being recalled or fails to report for work within five (5) days after agreeing to a recall;
- (f) is absent from work for three (3) days or more without having obtained an authorized leave of absence;
- (g) fails to return to work following an illness or accident after the Employer has been notified by the employees doctor or Workers' Compensation that the employee is able to return to work.

It is agreed that employees laid off are subject to recall providing they keep the Employer informed of their current address and telephone number. The Employer shall forward a registered letter to the last known address, and if the employee fails to report for work, such employee shall forfeit all seniority rights.

8.03 NOTICE OF EMPLOYMENT CHANGES

Names of employees covered by this Agreement hired, transferred or discharged and of employees who have left the employ of their own accord, shall be submitted to the Union Office as changes occur.

ARTICLE 9 – LAYOFF AND RECALL

9.01 LAYOFF AND RECALL PROCEDURES

In the event of a reduction in the work force, the most junior employee within the classification shall be the first to be laid off, provided the employees retained within the classification have the qualifications and ability to perform the remaining work.

When deemed necessary, the Employer will deliver an appropriate training to assist employees with integration into an alternative classification.

An employee who is transferred to a new classification as a result of a layoff shall be paid the rate for the job to which they are transferred.

9.02 LAYOFF NOTICES TO UNION OFFICE

A written copy of all placements, notifications of layoffs and actual layoffs shall be forwarded to the Union office. The Employer will advise the Union when laid off employees have regained regular employment.

9.03 LAYOFF NOTICE TO EMPLOYEES

One (1) week's notice or pay in lieu of notice, shall be given to employees (other than probationary employees) should any layoff which is greater than one (1) week become necessary, but an employee may be discharged for cause without notice and with wages to date of discharge.

9.04 The affected employee(s) may exercise one of the following options:

(a) Accept the lay-off

OR

(b) Bump the least senior employee provided they have the qualifications, skills, and ability and can meet the job description requirements to perform the available work with a short familiarization period.

Each employee receiving a notice of lay-off will have two (2) working days to inform management in writing of their choice of (a) or (b).

ARTICLE 10 – JOB POSTING

10.01 VACANCIES POSTED

All vacant and all new positions shall be posted on the bulletin board for a period of five (5) working days.

10.02 LENGTH OF SERVICE

Length of service shall be the governing factor in job awards, providing the employee has the skill, ability and qualifications necessary to perform the job.

10.03 SUBMITTED APPLICATIONS

All applications must be submitted to the immediate supervisor in writing.

10.04 SELECTION OF APPLICATIONS WITHIN TWO WEEKS

Unless there are unforeseen circumstances the Employer's decision on the posted position shall be made known within two (2) weeks from the date of posting.

10.05 TRIAL PERIOD ON POSTED JOB

Employees who receive posted job awards as outlined in Article 10 will be on trial for a period not exceeding forty-five (45) days worked. When circumstances require an extension to the trial period, it shall be extended by up to a maximum of forty-five (45) days

worked, by mutual agreement. In the event that an employee does not demonstrate their ability to perform the work to the Employer standards, or is dissatisfied with the job award, the employee shall be transferred back to their former position and rate of pay. The resulting vacancy shall be posted. The employee holding the incumbent's position on the reversion shall also return to their previous position.

10.06 An employee who is promoted out of the bargaining unit will retain their seniority for one (1) month. If the employee returns to the Bargaining Unit within that period they shall be transferred back to their former position and rate of pay. The employee holding the incumbent's position on the reassertion shall also return to their previous position.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.01 DISCIPLINARY NOTICES

Disciplinary notices against employees shall be stricken from the employees' record eighteen (18) months from the date of issue, providing that no other instance of disciplinary action has been recorded during that period of a same or similar nature.

11.02 PAYMENT OF MONIES OWING

Any discharged employee must be paid in full all wages owed to them by the Employer, included earned vacation pay, if any, as soon as possible from the date of discharge.

11.03 DISCHARGE SUBJECT TO GRIEVANCE PROCEDURE

A claim by an employee that they have been discharged from their employment without reasonable cause, shall be considered a grievance to be submitted in writing as Step #2, in accordance with Article 6 of this Collective Agreement, within five (5) days from the date of discharge.

11.04 TIME LIMITS

In determining the time limits of this Article, Saturdays, Sundays, and Statutory Holidays shall be excluded.

11.05 DISCHARGE CASES

If an employee is discharged, laid off, or suspended from employment and such employee alleges that they have been unjustly dealt with, such discharge, layoff, or suspension shall constitute a matter to be taken up under the method of adjusting grievances herein provided.

11.06 DISCIPLINARY INTERVIEWS

- 1) An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of their right to have a Union Steward present. Any written discipline arising from said meeting will be provided to the Union and the employee.
- 2) If a difference arises between the Employer and an employee, or between the Employer and the Union, concerning the interpretation, application, operation or any alleged violation of the agreement, the employee(s) shall continue work in accordance with the agreement until the difference is settled.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 LEAVE OF ABSENCE

A request by an employee for leave of absence without pay and for good reason will receive full consideration by the Employer and may be granted providing the employee has completed one (1) year full-time service, the period of leave not to exceed three (3) months. Application for such leave shall be made in writing at least four (4) weeks prior to the date the leave is desired to commence, and copies of said application shall be given to the supervisor and the Union. The Employer's decision therein will be binding and copies shall be forwarded to the employee and the Union. An

employee receiving more than twenty (20) working days as leave of absence will qualify for holiday pay calculated on a percentage basis only.

12.02 LEAVE WHEN APPOINTED TO UNION OFFICE

The Employer will grant leave of absence without pay to employees who are appointed to Union office for a period up to, and including, one (1) year. Further leave of absence may be granted by mutual consent. The employees who obtain this leave of absence shall return to the Employer within thirty (30) calendar days after the completion of the term of employment with the Union.

12.03 LEAVE TO ATTEND LABOUR CONVENTIONS

The Employer will grant leave of absence without pay to employees who are elected as Representatives to attend Labour conventions and Union conventions, in order that they may carry out their duties on behalf of the Union.

12.04 COMPANY TO RECEIVE NOTICE REGARDING UNION LEAVE

In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Article 12.02 and Article 12.03 above, the Employer will be given due notice in writing; in the case of Article

12.02, two (2) months, and in the case of Article 12.03 fourteen (14) calendar days.

12.05 (A) MATERNITY LEAVE

A pregnant employee who requests Maternity Leave is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins:

- a) no earlier than thirteen (13) weeks before the expected birth date, and
- b) no later than the actual birth date and ends no later than seventeen (17) weeks after the leave begins.

An employee who requests Maternity Leave after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.

An employee who requests Maternity Leave after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

An employee who requests Maternity Leave is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends.

A request for leave must:

- a) be given in writing to the employer,
- b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
- c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave above.

If an employee on leave proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

(B) PARENTAL LEAVE:

An employee who requests Parental Leave is entitled to:

- a) for a parent who takes Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the Maternity Leave;
- b) for a parent, other than an adopting parent, who does not take Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children; and
- c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- d) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who

requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken above.

A request for leave must:

- a) be given in writing to the employer,
- b) if the request is for leave taken in relation to (a) (i) or (a) (ii) above, be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
- c) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

An employee's combined entitlement to Maternity and Parental Leave is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under those specific provisions.

- (C)** Employees who elect to take consecutive maternity and parental leave will only be required to submit one (1) written request for the combined leave.

(D) BENEFITS DURING MATERNITY OR PARENTAL LEAVE

Employees wishing to continue their health and welfare benefits during their maternity or parental leave will be required to pay their portion of the health and welfare premiums during the leave. Failure to do so will result in the benefits being discontinued.

12.06 BEREAVEMENT LEAVE

- (a) In the event of death of a spouse, parent, step-parent, sibling, or child the employee shall be entitled to five (5) days' leave with pay at the time of the bereavement.
- (b) In the event of death of a step-sibling, sibling's child, parent in-law, sibling in-law, grandparent, grandchild, parent's sibling, and any person who lives with an employee as a member of the employee's family, the Employer will grant up to three (3) days' paid leave at the time of the bereavement.
- (c) This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement. The leave may be extended with the agreement of the Employer, by using vacation and unpaid leave of absence.

- (d) It is understood that satisfactory proof of death may be required by the Employer in the above cases.
- (e) It is understood that payment will not be made where the employee is on vacation, scheduled days off, absent due to illness or accident, or on a leave of absence.

12.07 JURY DUTY

Each employee who is summoned to and reports for jury duty or is subpoenaed as a material witness, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Employer the difference between the employee's regular straight time hourly wage rate (that is, their regular hourly wage rate, but excluding shift premium) for the number of hours up to the hours of regular working day that they otherwise would have been scheduled to work and daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses). In order to receive payment under this Article, an employee must meet all of the following eligibility requirements:

- (a) The employee shall have given proper notice to the Employer that they have been summoned for jury duty.

- (b) The employee shall furnish satisfactory evidence to the Employer that they reported for or performed jury duty on the days for which they claim payment.
- (c) The employee would otherwise have been scheduled to work for the Employer on the day for which they claim payment.

12.08 PATERNITY LEAVE

An employee about to become a parent shall be entitled to an unpaid leave of absence of up to two (2) days at the time of birth of the child. If the employee has to leave work they shall be paid for their remaining scheduled hours for that day. The employee may use one (1) week's vacation at their option.

12.09 EDUCATION LEAVE

An employee with two (2) years of continuous service may request an unpaid leave of absence for up to one (1) year to attend a recognized educational institution. The leave shall be requested in writing four (4) weeks prior to the beginning of the leave. The employee shall be informed in writing of the employer's decision within a reasonable period of time from the date of submission. Proof of registration shall be required.

12.10 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.

12.11 DOMESTIC VIOLENCE LEAVE

Definitions In this provision;

- a) "child" means a person under 19 years of age;
- b) "domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,
 - i) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
 - ii) sexual abuse by any person,
 - iii) attempts to commit:
 - (a) physical abuse by an intimate partner or by a family member, or
 - (b) sexual abuse by any person, and
 - (c) psychological or emotional abuse by an intimate partner or by a family member, including:

- (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iii) stalking or following, and
 - (iv) intentional damage to property;
- c) “eligible person” means, with respect to an employee,
 - i) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child’s parent or guardian,
 - ii) a person who
 - (a) is 19 years of age or older,
 - (b) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person’s parent or former guardian, and
 - (c) is under the day-to-day care and control of the employee, who is the person’s parent or former guardian, and
 - (d) a prescribed person;
- d) “family member” means any of the following:
 - i) with respect to a person,
 - (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or

- (b) an individual who lives with the person as a member of the person's family;
 - ii) any other individual who is a member of a prescribed class;
- e) "intimate partner" means, with respect to a person, any of the following:
 - i) an individual who is or was a spouse, dating partner or sexual partner of the person;
 - ii) an individual who is or was in a relationship with the person that is similar to a relationship described above.
- f) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" above, a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:
 - i) an intimate partner of the child;
 - ii) a family member of the child.

If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

- a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

- b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
- e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
- f) any prescribed purpose.

If an employee requests leave under this provision, the employee is entitled during each calendar year to:

- a) up to 5 days of paid leave,
- b) up to 5 days of unpaid leave, and
- c) up to 15 weeks of additional unpaid leave.

A leave under this Article may be taken by the employee in a fraction or in one or more units of time.

A leave under this Article may be taken by the employee in:

- a) a fraction of a day,
- b) one unit of time, or

- c) more than one unit of time, with the employer's consent.

An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.

If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

The Employer agrees that requests for sick leave, vacation, and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

The Employer further agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 All employees shall be granted the following holidays provided the employee has been employed thirty (30) days and has earned wages on fifteen (15) of the last thirty (30) calendar days before a general holiday occurs:

New Year's Day	Labour Day
Family Day	National Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

and any new statutory holidays proclaimed by the Government of British Columbia.

Earned wages will be interpreted in accordance with the Employment Standards Act and includes, for example, paid vacation.

- 13.02** To be eligible for holiday pay, an employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately following such holiday unless absent due to vacation, approved leave of absence, certified illness or lay-off not exceeding one (1) week's duration prior to or following the holiday.
- 13.03** Holiday pay shall be equivalent to the employee's current hourly rate times the number of hours they would have worked on such a day had it not been a holiday.
- 13.04** (a) If an employee is requested by the Employer to work on any of the holidays, and if they are otherwise qualified to be paid for that holiday, they will be paid at time and one-half their regular rate for the hours worked, plus their holiday pay.

(b) If an employee is requested by the Employer to work on any of the foregoing holidays, and is not otherwise qualified to receive pay for such day, they will be paid at their regular hourly rate for the hours worked.

13.05 Should a holiday occur during an employee's annual vacation and they would have otherwise been qualified for payment for that day, they will be given an additional day's pay in lieu thereof, or, at the Employer's option, one additional day of vacation.

13.06 Where a holiday falls on a non-working day for an employee, the Employer shall give the employee a regular working day off with pay to be scheduled during the month following the holiday.

ARTICLE 14 – ANNUAL VACATION

14.01 The vacation year shall be January 1st to December 31st each year.

Employees are eligible for paid vacation after twelve (12) months of service. On January 1st following their first full year they will be entitled to ten (10) days of vacation that they have accrued. Twelve (12) months after their start date, they are eligible to receive a prorated amount of vacation days based on time accrued at one (1) day per month to be used within the calendar year.

Examples of hire dates:

- April 2019 Will be eligible for nine (9) days of vacation as of April 2020 to be taken as of April 2020 – December 31, 2020, then will have ten (10) days as of January 1, 2021.
- June 2019 Will be eligible to take six (6) days of vacation from June 2020 – December 31, 2020 and then will have ten (10) days as of January 1, 2021.
- Sept 2019 Will be eligible for four (4) days of vacation as of Sept 2020 – December 31, 2020 and then will have ten (10) days as of January 1, 2021.

Anniversary Years:

When an employee reaches a 5, 10, 15 or 30-year service milestone, they will receive a prorated amount of the additional week of vacation time for the remainder of the calendar year. January 1st of the following calendar year they will be eligible for the extra week of vacation in its entirety, e.g., July 1 = 2.5 additional days of vacation to be taken that year.

14.02 Vacations with pay and payment for such vacations shall be granted on the following basis:

- (a) If an employee has less than one (1) year of service, they will accrue one (1) day per month of

service up to a maximum of ten (10) days with vacation pay of four percent (4%).

- (b) After one (1) year of continuous service; two (2) weeks' vacation with vacation pay of four percent (4%) of gross earnings in the preceding twelve (12) months.
- (c) After five (5) years of continuous service; three (3) weeks' vacation with vacation pay of 6 percent (6%) of gross earnings in the preceding twelve (12) months.
- (d) After ten (10) years of continuous service; four (4) weeks' vacation with vacation pay of eight percent (8%) of gross earnings in the preceding twelve (12) months.
- (e) After fifteen (15) years of continuous service; five (5) weeks' vacation with vacation pay of ten percent (10%) of gross earnings in the preceding twelve (12) months.
- (f) After thirty (30) years of continuous service: six (6) weeks' vacation with vacation pay of twelve percent (12%) of gross earnings in the preceding twelve (12) months.

14.03 Vacations are not cumulative from year to year and no employee may elect to receive pay in lieu of their vacation period.

14.04 Vacation periods shall be scheduled at times mutually agreeable to the Employer and the employees. Such periods must be requested and granted prior to November 1st in each year.

14.05 Vacation periods shall be scheduled at times mutually agreeable to the Employer and the employees. Requests for vacation will be submitted in writing by October 1st of each year and granted in writing prior to November 1st of same. In the event that an employee does not submit their request by October 1st their vacation will be scheduled subject to availability after the scheduling of vacation request received by October 1st.

The Employer in arranging the vacation schedule shall recognize the seniority and preference of employees. The Union and the Employer agree that the vacation scheduling will then be arranged so as to ensure that a sufficient number of employees are always on duty in order to maintain the required degree of service.

14.06 It is understood between the parties that the Employer may require an employee to defer any vacation entitlement over two (2) weeks at a convenient time.

14.07 Employees will receive their vacation pay on the pay cheque preceding the date upon which they are scheduled to begin their vacation, unless otherwise requested in writing three (3) weeks prior to the vacation start date.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 NORMAL WORKDAY AND WORK WEEK

The normal work week shall be considered as forty (40) hours, and the normal workday as eight (8) hours per day. It is understood that this shall not constitute a guarantee of the hours of work per day or of days of work per week or for any period whatsoever.

15.02 CONSECUTIVE DAYS OFF

Provided it is a five (5) day operation, all employees working a forty (40) hour work week will be scheduled two (2) consecutive days off which are Saturday and Sunday.

15.03 STARTING TIMES AND LUNCH PERIODS

There shall be a definite starting time for each employee and the said starting time shall remain the same throughout the week, unless unforeseen circumstances necessitate a change. With the exception of lunch and rest periods, daily hours of work shall be consecutive and the unpaid lunch period shall not exceed sixty (60) minutes. Work schedules will be posted by Thursday noon for the following week. If a new notice is not posted, then the former schedule of hours shall apply.

15.04 OVERTIME – STANDARD HOURS OF WORK

Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as per Article 15.05 and 15.06.

15.05 OVERTIME – STANDARD WORKDAY

Time and one-half ($1\frac{1}{2}x$) shall be paid for all hours worked in excess of:

- (a) eight (8) hours in a day, and;
- (b) forty (40) hours in a week, but excluding from the calculation, hours worked in excess of eight (8) hours in a day.

Double time ($2x$) shall be paid for all hours worked in excess of:

- (1) ten (10) hours in a day, and;
- (2) forty-eight (48) hours in a week, but excluding from the calculation, hours worked in excess of eight (8) hours in a day.

15.06 OVERTIME – SATURDAY AND SUNDAY

All hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the regular hourly rate of pay.

15.07 OVERTIME PROCEDURES

Overtime which can be scheduled in advance will be offered in accordance with seniority provided the employee is qualified to do the work. If no qualified employee is willing to perform the work, it will be assigned by the Employer to the least senior employee.

For overtime which cannot be scheduled in advance, it will be assigned to:

- (a) The employees on shifts in the classification.
- (b) Employees in all other classifications qualified to do the work.

15.08 BANKED OVERTIME

When the Employer requests an employee to work overtime, the Employer will inform the employee prior to the work being performed, whether the overtime will be paid, or the overtime hours worked will be banked and taken as paid time off.

If the Employer wishes the employee to take paid time off, the Employer will provide the employee with at least three (3) days advance notice as to when time off will be taken.

15.09 MINIMUM DAILY PAY

An employee will receive three (3) hours' pay if they report to work, but no work is available due to circumstances beyond the Employer's control. An employee who commences work will receive four (4) hours' pay. If four (4) hours' work is not available at the regular job, an employee shall perform such work for the remaining period of the time that is assigned to them at no reduction in the rate of pay. However, if four (4) hours' work is not available at the regular job the employee will only be paid for time worked, if they do not wish to work four (4) hours.

15.10 ALARM RESPONSE

An employee called out to respond to the alarm system being triggered will receive three (3) hours' pay at their regular rate.

15.11 REST PERIODS

Employees covered by this Agreement shall have a ten (10) minute rest period, morning and afternoon and after each two (2) hours' worked on overtime, providing such overtime exceeds the two (2) hour period, with the times at which such rest periods shall be taken to be subject to the approval of the Employer. A ten (10) minute rest period is to be taken at the end of a regular shift prior to overtime being worked, if such overtime will be two (2) hours or more.

15.12 EXTRA SHIFT

Should the Employer require an afternoon or evening shift, the Union and the Employer shall meet to arrange provisions and rates of pay to govern any shift different than what is currently provided for.

15.13 OVERNIGHT TRAVEL

For work that involves overnight travel, the Employer will offer the assignment by rotation to employees who have the ability and are qualified to do the work. The rotation schedule will be established each calendar year listing employees by seniority. If the employee next in the rotation declines the overnight travel, the Employer will offer the assignment to the most senior employee, and thereafter in decreasing order of seniority, provided the employee has the ability to perform the normal requirements of the job. If no senior employee wishes to accept the assignment, the Employer will assign the overnight travel to the most junior employee who has the ability and is qualified to do the work.

ARTICLE 16 – HEALTH AND WELFARE

16.01 HEALTH AND WELFARE BENEFITS

The following benefits are provided for full-time eligible employees effective the first of the month following three (3) months of employment, subject to the terms and conditions of the carrier.

16.02 GROUP INSURANCE

The Employer contributes fifty percent (50%) of the monthly billed premium for the following Group Insurance Plan:

- (1) Life Insurance double the employee's annual salary.
- (2) Accidental Death and Dismemberment (A.D.& D.) - up to the value of the life insurance.
- (3) Extended Health Plan twenty-five dollars (\$25.00) deductible per year with one hundred percent (100%) co-insurance.
- (4) A card for direct payment of prescription expenses as provided for by the carrier.

16.03 DENTAL

The Employer pays seventy percent (70%) of dental premiums. The Dental Plan is described in the Employee Benefit Booklet.

16.04 WAGE CONTINUATION

(A) SICK DAY ENTITLEMENT

Paid sick days are based on a calendar year. Unused days are not carried forward into the next

calendar year. Sick days are earned on the basis of service: less than ninety (90) days, no sick days; more than ninety (90) days and less than one year - six (6) days; more than one (1) year - twelve (12) days: effective April 7, 1991, for two (2) years and over fifteen (15) days.

Employees may be required to submit satisfactory proof to the Employer of any illness or non-occupational accident after the first two (2) one (1) day absences in each calendar year.

(B) SHORT TERM DISABILITY

The Employer pays one hundred percent (100%) of the Short-Term Disability Plan paying two-thirds ($\frac{2}{3}$) of salary to the EI maximum. The plan is one to five to seventeen (1-5-17). Benefits start effective the first (1st) day of accident or hospitalization or on the fifth (5th) day of illness and continue up to seventeen (17) weeks. Hospitalization shall include Day Surgery for significant surgeries.

(C) LONG TERM DISABILITY

The Employer contributes fifty percent (50%) of the monthly billed premium for a Long-Term Disability Plan which pays two-thirds ($\frac{2}{3}$) of salary to four thousand and five hundred dollars (\$4,500.00) per month.

16.05 MEDICAL SERVICES PLAN

The Employer will pay the cost of the monthly billed premiums for the Provincial Health Insurance Plan.

16.06 PENSION PLAN

The Employer provides a Pension Plan as described in the Employee Benefit Booklet. All employees covered by this Agreement shall join the Employer's Pension Plan in accordance with the regulations of such plan.

16.07 PREMIUM REDUCTION

In the event that any Employer paid premiums for benefits covered under this Collective Agreement are subsequently reduced and/or eliminated for any reasons, such premium reduction and/or elimination shall be the sole property of the Employer.

16.08 VISION CARE

The Employer pays a vision care benefit of up to two hundred dollars (\$200.00) every two (2) years. The Vision Care benefit is described in the Employee Benefit Booklet.

Effective January 1, 2020, vision exams will be covered for up to one hundred dollars (\$100.00) every two (2) years.

16.09 The Employer shall continue to offer the Health and Welfare Plan to all eligible employees effective Date of Ratification and on the same basis and with the same plan benefits. The Employer may change insurance carriers provided it does not cancel or reduce the level of benefits in any way unless otherwise agreed to with the Union.

ARTICLE 17 – WAGES

17.01 EMPLOYEES TEMPORARILY PLACED ON ANOTHER JOB

When a temporary job is available for a full shift or more, at a higher rate of pay, seniority shall prevail in the filling of such classification provided the employee is qualified to perform the work to be done. The employee receiving the job shall be paid their rate or the full rate of the job whichever is greater; however, if the employee receiving the temporary job is not qualified, they shall receive the start rate for the job.

17.02 JOB CLASSIFICATION

Before new job classifications are established the Union shall be advised. A rate shall be set by the Employer. If, after a trial period of thirty (30) days the Union deems the adjustment made by the Employer to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

17.03 WAGES PAID BI-WEEKLY

Employees covered by this Agreement shall be paid on a Wednesday on a bi-weekly basis.

17.04 SCHEDULE A

Schedule "A" wages form part of this Collective Agreement.

17.05 TRAINING ALLOWANCE

Employees who are required by the Employer to do training will receive twenty-five cents (25¢) per hour of actual training.

ARTICLE 18 – SEVERANCE PAY

18.01 SCALE OF SEVERANCE PAY

When employment of an employee is terminated by the Employer for reasons other than those set out in Article 18.02 below, the Employer in addition to accrued vacation pay shall pay an employee the following:

- (a) After three (3) months of service - one (1) week's pay for every year of service to a maximum of fourteen (14) weeks.

18.02 SEVERANCE PAY UPON RESIGNATION

The above shall not apply where an employee retires, resigns, or is discharged for just cause.

18.03 SEVERANCE PAY UPON RETIREMENT

Upon retirement and application for pension an employee will be paid a maximum of two (2) weeks' severance pay.

ARTICLE 19 – LABOUR DISPUTES

19.01 LABOUR DISPUTES

The Employer agrees that in the event of a legal strike amongst the employees of a concern with which the Employer is doing business, it will not require or in any way force or compel members of the Union to service such a strike-bound firm by crossing any legally established picket line(s). In any event, it is agreed that the Employer will not require employees to cross any legal picket line at any of the Employer's places of business operations or employment.

ARTICLE 20 – SAFETY AND HEALTH

20.01 PROVISIONS FOR SAFETY AND HEALTH

The Employer shall continue to make reasonable provisions for safety and health of its employees during the hours of their employment.

20.02 SAFETY COMMITTEE AND FIRST AID

A Health and Safety Committee shall be formed, comprising of two (2) bargaining unit members and two (2) members of management. The Committee shall meet bi-monthly. Minutes from the meeting shall be posted on the Union Bulletin Board and given to the Shop Steward.

There will be at least one (1) First Aid Attendant in the workplace.

ARTICLE 21 – UNIFORMS

21.01 UNIFORMS PROVIDED

Upon being hired Customer Service Representatives will be supplied with approved Employer uniforms and/or protective clothing as soon as practically possible following their date of hire, but not later than the end of their probationary period. Replacements shall be made on an as-required basis at the discretion of management.

21.02 UNIFORMS REQUIRED

Customer Service Representatives are required to wear the appropriate Employer approved uniform and/or protective clothing in the performance of their duties.

21.03 UNIFORMS TERMINATING EMPLOYMENT

If an employee terminates their employment with the Employer for any reason within six (6) months from the date of hire, the cost of such uniforms shall be deducted from the monies owed to them.

21.04 UNIFORM CARE AND MAINTENANCE

Customer Service Representatives are responsible for the care and maintenance of their uniform. In recognition of this, the Employer will provide each Customer Service Representative with a three dollar (\$3.00) per week allowance for uniform care and maintenance. In addition, the Employer will reimburse the CSR for the cost of dry-cleaning any supplied article of clothing that specifically requires dry-cleaning (jackets). Other articles of clothing that may require special cleaning must be brought to the Employer's attention prior to getting such cleaning done.

21.05 SHOE ALLOWANCE

Customer Service Representatives shall be entitled to a shoe allowance of one hundred and fifty dollars (\$150.00) per year. Employees shall be required to

provide a receipt prior to receiving the allowance. Footwear must comply with dress code and safety standards.

ARTICLE 22 – GENERAL

22.01 HANDLING OF MONIES

All employees who are responsible for handling monies and assets shall not be liable for loss due to theft, burglary or robbery, providing proper security measures have been taken by the employee concerned.

22.02 CONFLICT OF INTEREST

It is understood, and agreed, that no employee shall engage in any additional employment outside the Employer which would involve a conflict of interest between that employment and their employment with the Employer. Any breach of this provision shall be grounds for immediate discharge.

Conflict of interest shall be defined as:

- (1) Any employment in a capacity of which the nature of work is the same or similar to their work at ARAMARK Coffee.
- (2) Employment which infringes upon their ability and/or availability to perform assigned duties.

22.03 PYRAMIDING

The provisions of the Collective Agreement shall not be interpreted in such a manner as to allow or provide any duplication or pyramiding of premiums or benefits provided for under the terms of this Agreement.

22.04 EMPLOYMENT STANDARDS ACT

This Collective Agreement incorporates as contractual terms all of the provisions of Parts 1, 2, 3, and 5 of the Employment Standards Act, [RSBC 1996], Chapter 113.

The provisions of the Employment Standards Act incorporated into the Collective Agreement by this Section are minimum requirements. Where other provisions of this Collective Agreement provide benefits superior to the Employment Standards Act benefits, the superior benefits apply.

22.05 VERBAL AGREEMENT WITH EMPLOYER

No employee shall be asked to make any written or verbal agreement with the Employer covering hours of work, wages or working conditions during the life of this Agreement contrary to the terms of the Agreement set herein.

22.06 TIME OFF TO VOTE

The Employer agrees that they will fully comply with any law requiring that employees be given time off to vote.

22.07 RETURN TO WORK AFTER DISABILITY OR COMPENSATION

If an employee is eligible for Workers' Compensation or sick leave and short-term disability, they shall be returned to the payroll only upon certification of fitness to return to work by the Workers' Compensation Board or a qualified medical practitioner.

22.08 HARASSMENT

- (a) The parties subscribe to the principles of the Human Rights Code of British Columbia.
- (b) Consistent with the Human Rights Code, the Employer and the Union recognize the rights of all Company Employees to work in an environment free of harassment. Where an allegation of harassment has been received by the Employer, it will be investigated in accordance with the Employer's Policy and involve the Union in accordance with the Collective Agreement. The Employer shall take all actions as are necessary, with respect to a person engaging in harassment at the workplace.

22.09 Upon notification by either party, the Union and Management agree to meet to discuss concerns. In all cases the requesting party shall make every effort to advise the other in writing a minimum of fifteen (15) working days in advance that they are convening a meeting, and provide an agenda with a description of the matters to be discussed.

ARTICLE 23 – DURATION OF AGREEMENT

This Agreement shall be for the period from and including April 8, 2022 to and including April 5, 2025 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding April 5, 2025, or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence Collective Bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice as outlined above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom Collective Bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union gives notice of strike in compliance with the Labour Code of British Columbia, or;
- (2) The Employer gives notice of lock out in compliance with the Labour Code of British Columbia.

ARTICLE 24 – HEALTH AND SAFETY

24.01 PROMOTION OF SAFE WORK HABITS

The parties of this Agreement agree to cooperate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the Provincial Workers Compensation Act and related Provincial Regulations.

24.02 EMPLOYEE SAFETY

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in accordance with legislated responsibilities.

24.03 EMPLOYER RESPONSIBILITIES

The Employer will comply with the Employer responsibilities as set out in the Provincial Workers Compensation Act as set out in General Responsibilities of the Employer.

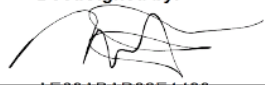
24.04 EMPLOYEE RESPONSIBILITIES

The Employee will comply with the Employee responsibilities as set out in the Provincial Workers Compensation Act as set out in General Responsibilities of the Workers.

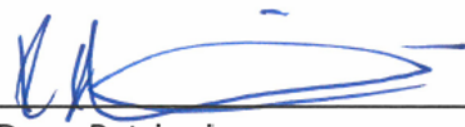
Signed this 10th day of November 2022.

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:

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Martin Campeau



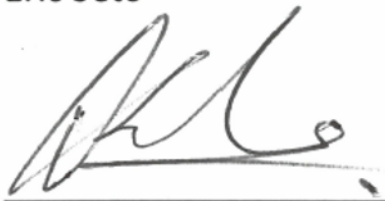
Dean Patriquin



Michael Hooks



Eric Seto



Vik Narayan

APPENDIX "A"

WAGES

- Wages:
 Wage Increases in each year of Collective Agreement.
 YEAR 1: 6%
 YEAR 2: 3%
 YEAR 3: 3%

	Start	April 2022	April 2023	April 2024
REFRESH PLUS- VENDING & OCS		\$26.14	\$26.92	\$27.73
	Year 1	\$26.88	\$27.69	\$28.52
	Year 2	\$27.43	\$28.26	\$29.10
CSA	Start	\$26.14	\$26.92	\$27.73
	Year 1	\$26.88	\$27.69	\$28.52
	Year 2	\$27.43	\$28.26	\$29.10
*WAREHOUSE	Start	\$24.28	\$25.01	\$25.76
	Year 1	\$24.97	\$25.72	\$26.49
	Year 2	\$25.45	\$26.21	\$27.00
LEAD SERVICE	Start	\$29.46	\$30.34	\$31.25
	Year 1	\$30.02	\$30.92	\$31.85
	Year 2	\$30.43	\$31.35	\$32.29
SERVICE TECH	Start	\$26.92	\$27.73	\$28.56
	Year 1	\$27.58	\$28.41	\$29.26
	Year 2	\$28.14	\$28.99	\$29.86

JUNIOR SERVICE TECHNICIAN/ RELIEF REFRESH PLUS	Start	\$26.54	\$27.34	\$28.16
	Year 1	\$27.20	\$28.02	\$28.86
	Year 2	\$27.77	\$28.61	\$29.46
*PART-TIME MULTIFUNCTION RSR	Start	\$26.14	\$26.92	\$27.73
	Year 1	\$26.88	\$27.69	\$28.52
	Year 2	\$27.43	\$28.26	\$29.10

Increase of 6% - 3% - 3% for the hourly salaried

Increase of 12% - 6% - 6% for the RSR

Signing bonus for the 5 employees working for Aramark at the date of ratification (LOU)

RSR minimum for up to 6 months of employment changing also by 12% - 6% - 6%

Retroactivity on all hours worked to April 8, 2022.

ROUTE SALES REPRESENTATIVE (RSR)		
Up to 6 Months Employment	April 2022	\$1,633.26 per pay period OR Weekly base of \$391.99 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00
	April 2023	\$1,731.26 per pay period OR Weekly base of \$415.51 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00
	April 2024	\$1,835.13 per pay period OR Weekly base of \$440.44 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00
After 6 Months Employment	April 2022	Weekly base of \$391.99 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00
	April 2023	Weekly base of \$415.51 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00
	April 2024	Weekly base of \$440.44 + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00

***RSR Relief Duties:**

Weekly base + commissions as per Collective Agreement while covering a RSR route in relief for vacations, sick days, etc. Daily

pay amount will not be less than the average regular earnings at your hourly rate if a full shift is worked. Overtime will not be paid for route relief coverage shifts greater than 8 hours.

APPENDIX “B”

1. EXPEDITED ARBITRATION

- (a) A party to a collective agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (b) No difference may be referred to the director under this Article unless
 - (i) the grievance procedure under the Collective Agreement has been exhausted, and
 - (ii) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (c) No difference under the Collective Agreement may be referred to the director under this Article if
 - (i) the difference has been referred to arbitration under the Collective Agreement by the party who wishes to refer it under this Article, or
 - (ii) the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.

- (d) If a difference is referred to the director within the time periods specified in this Article, the director
 - (i) shall appoint an arbitrator to hear and determine the matter arising out of the difference.
 - (ii) shall fix the date on which the hearing by the arbitrator will commence, which date must be within twenty-eight (28) days after the day on which the difference was referred to the director, and
 - (iii) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
- (e) If a settlement officer is appointed under Article 1(d), the settlement officer shall, within five (5) days after the appointment or within such further time as the director may allow,
 - (i) inquire into the difference,
 - (ii) endeavour to assist the parties in settling the difference, and
 - (iii) report the director on the results of the inquiry and the success of the settlement effort.

- (f) If the parties are unable to settle the difference, the arbitrator appointed under Article 1(d) shall proceed to hear and determine the matter arising out of the difference and shall, subject to Article 1(g), issue a decision within twenty-one (21) days after the conclusion of the hearing.
- (g) If jointly requested to do so by the parties to the difference, the arbitrator appointed under Article 1(d) shall, if possible, issue an oral decision within one day after the conclusion of the hearing and shall issue written reason within the time specified in Article 1(f).
- (h) An arbitrator appointed under Article 1(d) has all the power and jurisdiction of an arbitrator appointed under this Code or the collective agreement between the parties to the difference.
- (i) This section applies to every party to the Collective Agreement and every person bound by a Collective Agreement, despite any provision in the Collective Agreement.
- (j) The other provisions of the Part apply to an arbitration under this Article, with the modifications necessary to accommodate appointments and expedited processes under this Article.

LETTER OF UNDERSTANDING #1

RE: RELIEF EMPLOYEES


The Parties agree that the Employer may employ relief employees to cover vacation periods, leave of absences, and/or medical leaves throughout the year. These employees shall be employed for a temporary period of up to three (3) months, and as such shall not be entitled to any benefits in the Collective Agreement. They shall not accrue seniority for the purposes of the Collective Agreement during the period of their temporary employment.

Relief employees shall not take the work of other bargaining unit members other than as relief employees. It is understood the use of relief employees is not intended to bypass normal hiring or recall.

If a relief employee is hired as a regular employee the employee shall have to complete a probationary period as defined in the Collective Agreement upon hire as a regular employee. If the relief employee is hired as a regular employee, their seniority shall date back to the date they were originally hired. The rate of pay for relief employees shall be twenty dollars (\$20.00) per hour.

Renewed this 10th day of November 2022.

FOR THE EMPLOYER

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Martin Campeau


Michael Hooks

FOR THE UNION


Dean Patriquin


Eric Seto


Vik Narayan

LETTER OF UNDERSTANDING #2

RE: ALCOHOL AND DRUG ABUSE

The Employer and Union recognize that alcohol and drug abuse have a serious negative impact on both the Employer and the employee. The Employer agrees to make every reasonable effort to assist an employee with alcohol and drug related problems to overcome their dependency, provided the employee is willing to recognize the problem and accept assistance. The Union will assist by referring the member to professional counselling.

Renewed this 10th day of November 2022.

FOR THE EMPLOYER

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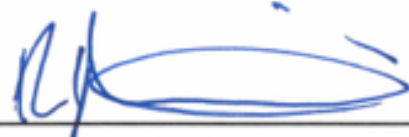
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Martin Campeau




Michael Hooks

FOR THE UNION



Dean Patriquin



Eric Seto



Vik Narayan

LETTER OF UNDERSTANDING #3

RE: ROUTE SALES REPRESENTATIVE (R.S.R.)

The Employer shall maintain a job classification called Route Sales Representative (R.S.R), formerly called "Customer Sales and Service Representative (C.S.S.R.)". The classification will remain in force for the remainder of the current Collective Agreement between ARAMARK Canada Ltd. (Refreshment Services Division) and the UFCW Local 247. The Employer will grandfather Jeff Stephenson and provide the wage structure outlined in the letter of understanding. The Employer will provide the same wage structure to Rick Yonge if he transfers into the R.S.R. classification during the term of the current Collective Agreement.

R.S.R. Route will have an average of twenty-five (25) stops per day.

R.S.R. to count their van inventory at minimum weekly.

R.S.R. to complete daily check-in with Supervisor.

WAGES:


New R.S.R.'s Refer to Appendix "A"

Current R.S.R.'s \$1,460.00 per pay period or
Weekly base of \$285.00* + 7% of route gross profit (margin) on amount up to \$7,000.00 and 9% on amount above \$7,000.00

*Please refer to RSR wage table in Appendix A for yearly increases to the weekly base.

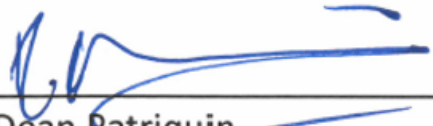
Renewed this 10th day of November 2022.


FOR THE EMPLOYER

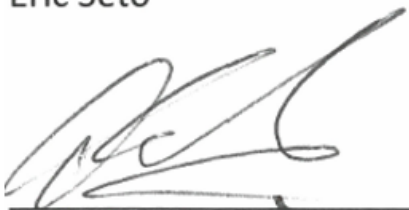
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Martin Campeau


Michael Hooks

FOR THE UNION


Dean Patriquin


Eric Seto


Vik Narayan

LETTER OF UNDERSTANDING #4

RE: DRIVERS' ABSTRACTS

Each new employee who may have driving responsibilities shall provide the Employer with a copy of their Driver's Abstract. A clean abstract is a condition of employment. After employment, each employee shall provide the Employer with a current abstract every six (6) months. Any changes to the employee's driving record must be reported to the Employer immediately. Failure to do so is considered to be just cause for termination.

Renewed this 10th day of November 2022.


FOR THE EMPLOYER


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Martin Campeau


Michael Hooks

FOR THE UNION


Dean Patriquin


Eric Seto


Vik Narayan


LETTER OF UNDERSTANDING #5

RE: CURRENT R.S.R. EMPLOYEES

If a vacancy arises for an hourly position, current R.S.R. EMPLOYEES (Greg Lee and Jeff Stephenson), at Date of Ratification, will have priority in application for the job posting.

Renewed this 10th day of November 2022.

FOR THE EMPLOYER


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Martin Campeau




Michael Hooks

FOR THE UNION



Dean Patriquin



Eric Seto



Vik Narayan

LETTER OF UNDERSTANDING #6

RE: LUMP SUM PAYMENT


The following employees:

1. Vikash Narayan
2. Awni Sweiss
3. Gregory Lee
4. Jeff Stephenson
5. Cindy Edgington

Will receive a lump sum payment of five hundred (\$500.00) dollars on December 7, 2022, and one thousand dollars (\$1,000.00) on December 6, 2023.

Signed this 10th day of November 2022.


FOR THE EMPLOYER

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Martin Campeau


Michael Hooks

FOR THE UNION


Dean Patriquin


Eric Seto


Vik Narayan

LETTER OF UNDERSTANDING #7


RE: NEW COMPANY ACQUISITION/MERGER EMPLOYEES TO ARAMARK DELTA

The Union is in agreement to provide the following:


- New Company acquisition/merger employees will be provided a 'shadow' seniority (hire date with previous employer) to determine relative standing with other 'new company' employees.
- 'New Company' employees hired at Aramark Delta will be provided a plant seniority date based on the current Collective Agreement Provisions.
- 'New Company' employees 'shadow' seniority date will be used for all fringe benefits such as vacation entitlement, sick day entitlement, layoff/recall, and scale of severance pay within the new group.
- It is understood that when determining vacation selection and layoff/recall procedures, plant seniority will be utilized.
- No new acquisition/merger employees will be given seniority dates above current CBA employees.

Signed this 10th day of November 2022.

FOR THE EMPLOYER


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Martin Campeau

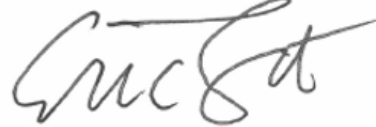


Michael Hooks

FOR THE UNION



Dean Patriquin



Eric Seto



Vik Narayan