



COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

FOOD SERVICE WORKERS

At

**QUEEN'S UNIVERSITY
KINGSTON, ONTARIO, CANADA**

May 1, 2021 - April 30, 2024

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LAND ACKNOWLEDGEMENT

Aramark Canada and the CUPE Local 229 (the "Parties") acknowledge that Queen's University in the City of Kingston is situated on territory traditionally shared between the Anishinaabe and Haudenosaunee peoples. The Parties acknowledge the Indigenous Members of CUPE Local 229 and their community that still today live, travel and work alongside us and will work together to ensure that the Indigenous Members of CUPE Local 229 are recognized and respected within our agreements.

Aramark Canada tánon ne CUPE Local 229 (the "Parties") ratién:tere's ne Queen's University tsi nón:we nikanónhsote ne tsi kaná:taién ne Kingston tsi Onkwehón:we Anishinaabe tánon Haudenosaunee raonatenatá:ke. Ne Parties ronwatién:tere's ne Ronnonkwehón:we ne ronatiá:tare ne CUPE (Ratirista'kehró:non), Local 229 tánon ne raotinakeráhsera, shé:kon ne ón:wa nikahá:wi's ratiná:kere skátne ionkwaió'te oh naiáwen'ne ne Onkwehón:we ne ronatiá:tare ne Members of CUPE Local 229 ronwatién:teres tánon ronwatikweniénstha tsi ki' ní:ioht tsi ionkwaterihwahserón:ni.

Aramark Canada miinwaa CUPE Local 229 (the "Parties") nsadvaamdaanaawaa sa wi Gimaakwe Shpi-kinoomaagewgamig manpii eteg Gchi-oodenaang Kingston ezhnikaadeg temgak omaa akiinsing gaa-maadookiivaad ingiw Nishnaabeg miinwaa Haudenosaunee'ag. Nsadwaabmaa'aan dash gonda "Parties" ezhnikaazjig ne'en sa Nishnaaben debendaagzijig omaa CUPE, Local 229 ezhnikaadeg miinwaa gwa doodewiniwaa nongwa bimaadiziwag , babaayaawag miinwaa da wiiji-nokiimdiwag wii-mino-ganoowaamjigaazwaad Nishnaabeg debendaagzijig omaa CUPE Local 229 ezhnikaadeg, wiinsadwaabmindwaa miinwaa wiiminaadendmindwaa manpii sa gdiininaakodiwiniminaan.

PREAMBLE

It is the purpose of both Parties of this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions 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.

ARTICLE 1 - DEFINITION

- 1.1 The term "employee" whenever used in this Agreement means any employee of the Company employed at Queen's University, in the City of Kingston save and except Assistant Managers, Chefs, Lead Bakers, Cafeteria Supervisors, Student Managers, Assistant Student Managers and persons above such rank, clerical, office staff, or any person who exercises managerial functions or who is employed in a confidential capacity in matters relating to labour relations, and employees employed by the Company at the Donald Gordon Conference Centre.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Canadian Union of Public Employees and Its Local 229, hereinafter referred to as the Union as the exclusive bargaining agent of the employees defined herein, in respect of wages, hours of work and other working conditions.
- 2.2 No person shall hold meetings, collect Union funds, solicit membership, or conduct any other such Union activities during working hours on the property of the University, except such activity as is specifically permitted by this Agreement.
- 2.3 (a) The Company shall deduct from each pay of each employee such dues and assessments as may be assessed from time to time by the Union and communicated to the Employer's Labour Relations Department in writing, providing sixty (60) days' notice. Such dues shall be remitted to the Secretary-Treasurer of the Union by the thirtieth (30th) day of the month following the deduction, together with a list of the names, addresses and phone numbers of employees on whose behalf union dues have been deducted. The above list will also indicate the regular hours worked, wages paid, and dues deducted during the period for each employee and a total shall be indicated for each of these items.

- 2.3 (b) These dues shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the dues deducted from the pay of non-members of the Union shall be treated as their payment towards the expense of maintaining the bargaining unit.
- (c) The Union shall indemnify and save the Company harmless from any claims and from any form of liability as a result of such deductions in accordance with the foregoing authorization, and the Union will refund direct to all employees from which wrongful deductions were made.

2.4 **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.

2.5 **Potential Employees**

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

2.6 **New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

A representative of the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. Should more time be required for this meeting for a bona fide reason, the Union may request a second meeting of which that request will not be unreasonably denied.

2.7 **Orientation**

Where the employer conducts staff orientation sessions, the union will be provided a one-half (1/2) hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation. The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

2.8 Notification of New Hires

The Union shall be notified of the full name, position, and employment status (e.g., full-time, part-time, temporary), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

2.9 Access to Worksite

Official representatives of the Union shall, after giving notice to the Company, be permitted to enter the premises at all reasonable times during the course of normal working hours to meet with employees during their meal and other scheduled breaks, whether paid or unpaid, to attend to the business of the Union such as ensuring that the terms of this Agreement are being implemented. It is understood that such visits shall not unduly interfere with the Company's operations. When a representative of the union is on-site for the purpose of doing the business of the union, they will be required to call in to the main Company office in compliance with the Company's health & safety procedures.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.1** The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present in the Union.

The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the Company. Therefore, the parties do not condone behaviour that is contrary to the Human Rights Code Workplace and Sexual Harassment Policy, Workplace Violence Policy, or the Occupational Health and Safety Act.

The employer shall take all necessary and reasonable steps to provide a workplace free of harassment and violence, including domestic violence.

In cases of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where the harassment may result in the transfer of an employee, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.

3.2 Sexual Harassment

The Company recognizes that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all members of its commitment to this principle. Reference to sexual harassment shall be as defined in the Human Rights Code.

- 3.3 Where it is appropriate and necessary to transfer an employee in cases where sexual harassment has been determined to have occurred, it shall be the harasser who is transferred, and the victim shall not be transferred against his/her will. Nothing in this Article is intended to limit the Employer's ability to respond to harassment by imposing other remedies or penalties.
- 3.4 Harassment in the workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome. It includes objectionable acts, comments or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 3.5 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Aramark employees.
- 3.6 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union 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.
- 3.7 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. Upon mutual agreement, a qualified external third party may be utilized to conduct the investigation. The Parties shall share the costs, and both be provided with the results in full.
- 3.8 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.
- 3.9 Domestic Violence – If the Company 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 Company shall take every precaution reasonable in the circumstances for the protection of the worker. (OH&SA S32.0).

Domestic Violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

3.9 Continued

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Company agrees that an employee who is in an abusive or violent situation, will not be subject to discipline if the absence or performance issues can be linked to the abusive or violent situation. The Company shall provide five (5) paid days, as per the Employment Standards Act for employees in situations of domestic violence. An employee is not entitled to this leave if the employee committed the domestic or sexual violence. Additional absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay. Requests submitted under the terms of this article will be treated as confidential by the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the right of the Company to manage the business in which it is engaged, to maintain order and efficiency, to hire, promote, demote, suspend, discharge or otherwise reasonably discipline employees for just cause, subject to the right of the employees affected to lodge a grievance in the manner hereinafter provided, and to increase and decrease working forces subject to Article 11 - Seniority of the Agreement.
- 4.2 The Company has the right to make and alter reasonable rules and regulations to be observed by employees provided that these rules and regulations shall not be inconsistent with the provisions of this Agreement, and are made known to both the Union and the employees in writing with no less than fifteen (15) days' notice.
- 4.3 In the interest of efficient operation, the Union agrees that the Company may at any time, subject to adequate notice or as much notice as possible to the Union, but no less than seven (7) days, change hours of work, determine or change work assignments or methods, or transfer employees. Transfers on a "temporary basis" shall mean for a period not normally to exceed six (6) weeks' but may in the case of a Leave of Absence permitted under this Agreement, be for a period not to exceed six (6) months. The employees to be transferred shall be determined in accordance with Article 11. If there is a claim of discriminatory action against the Company in this regard, the aggrieved employee may, if he/she so desires, make it the subject of a grievance in the manner hereinafter provided.

ARTICLE 5 – JOB SECURITY

- 5.1 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except as required to provide relief during breaks, training purposes and in cases of unavoidable staffing shortage or circumstances beyond the Company's control. It is specifically recognized that all events and operating hours of the Company, including new divisions, units, or sub-units that may be established, will be scheduled and staffed only by bargaining unit personnel except as required to provide relief during breaks, training purposes and in cases of unavoidable staffing shortage or circumstances beyond the Company's control. It is also further and specifically recognized that supervisors and other non-bargaining unit personnel will not perform bargaining unit work while employees are on lay-off and awaiting an opportunity of recall.
- 5.2 In cases of staffing shortages during the seasonal layoff periods the Employer shall have the right to use temporary employees from an agency provided they have exhausted the list of available employees and have notified the union of the need to hire from the temporary agency. It is understood that if asked by the union, the Employer will provide the callout lists used to validate the staffing shortage.

ARTICLE 6 - RETIREMENT

- 6.1 As soon as an employee makes the Employer aware of an employee's proposed retirement date, the Employer will notify the Union, in writing to the President and Recording Secretary, of the name and proposed retirement date.
- 6.2 An employee who retires in accordance with the provisions of Article 6 of this Agreement shall receive up to ninety percent (90%) of that portion of his/her sick leave with pay which, as of the date of his/her retirement, has not been used for the purposes outlined in Article 20. For the purposes of this Article, early retirement shall not mean retirement caused by the replacement of the Company by another food service contractor and can commence at age sixty (60).

The Employer and the Union have agreed that employees retiring between the ages of sixty (60) and sixty-four (64) will receive eighty percent (80%) of their sick bank.

The Employer and the Union have agreed that employees retiring at or above age sixty-five (65) will receive ninety percent (90%) of their sick bank.

- 6.3 Effective the date of ratification, the Company will match R.R.S.P. contributions up to four and one-half percent (4½%) of earnings for each full-time employee choosing to participate in the plan. Effective May 1, 2023 – five percent (5%).

- 6.4 The Employer recognizes the value of retaining full-time employees for part-time status after retirement. Upon retiring, it is the employee's responsibility to make known to the employer their interest in beginning a part-time position by entering into employment with the new terms and conditions. This is not a continuation of their full-time employment and the rights therein. Once the retiree has made their intent to return part-time known, the employee will meet with the union and unit manager to discuss this option. This does not prohibit posting for future full-time positions as per the Collective Agreement.

ARTICLE 7 - GRIEVANCES

- 7.1 The Union shall elect or otherwise appoint a Grievance Committee, which shall be recognized by the Company for purposes of grievance adjustment. The Union shall advise the Company of the names of the Committee as well as such changes in its personnel as may occur from time to time. The Company will advise the Union of the names of all managers as well as such changes in managers as may occur from time to time.
- 7.2 If there occur grievances, complaints, disputes and differences arising between the Company and the employees as to the interpretation, application or non-application of the provisions of this Agreement, an earnest effort shall be made to settle such differences in the following manner:
- (a) The aggrieved employee accompanied by his/her steward, shall meet with the Unit Manager to resolve the matter. If the alleged grievance is not settled within forty-eight (48) hours, it may be carried to step (b), in written form.
 - (b) The Grievance Committee and the General Manager, or designate, shall meet within seven (7) calendar days after the grievance has been carried to step (b), and the General Manager, or designate, shall give his/her written decision within this seven (7) calendar days period. The grievor and the steward may also attend this meeting. Replies to the grievances will be sent to the Union with a copy to the grievor. The Employer agrees to supply a list of supervisors to the Union.
 - (c) When requesting the meeting to be held in step (b) above, the Union shall ensure that the grievance is properly stated in writing and signed by the employee. Such grievance shall state the Article of the Agreement, which is alleged to have been breached.
- 7.3 The time limits specified in 7.1 and 7.2 above may be extended by mutual consent.
- 7.4 The Parties agree that employees should not harbour grievances; they should bring them to the attention of the Company without delay. Accordingly, it is agreed that no grievance shall be considered if the alleged circumstances of which arose more than two (2) weeks previous to its registration.

7.5 Policy, Group and Discharge Grievances

Any difference arising directly between the Union and the Employer involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under this Article because of the inability or refusal of an employee to submit a grievance, or where the grievance affects a group of employees, or a discharged employee, or a department, or the Company as a whole, may be submitted by the Union in writing at the step as stated in Article 7.2 (b) of this Agreement.

Failing satisfactory solution within the time limit as stated in Article 7.2 (b), such grievances may be referred to Arbitration.

7.6 By mutual consent, the parties may agree to non-binding mediation after the final step in the grievance process and prior to arbitration. The grievance timelines shall be paused to allow for the non-binding mediation process. The parties agree to share the cost of the mediation.

7.7 Representative of the Canadian Union of Public Employees

The Union shall have the right, at any time, to be assisted by a Representative of the Canadian Union of Public Employees and/or the President or Vice-President of the Local as designated by the Local.

7.8 Meeting Time and Pay

All time spent to complete grievance meetings with the employer shall be considered time worked. Such time shall include 30 minutes before the beginning of the meeting with the Employer.

The Company will schedule grievance meetings during the regular work hours of both the aggrieved employee and the steward unless it is not possible to do so.

7.9 Whenever the Employer asks any employee to attend a meeting regarding the application of discipline, or the investigation of a potentially disciplinary matter, as long as the employee is the subject of the investigation, the Employer shall ensure that union representation will be arranged unless the employee elects to forego said representation.

If the Employee foregoes representation, the Employer will document this in writing and inform the union.

With as much notice as possible and before the meeting happens, the Company will advise the Union of the nature and content of the meeting.

The Company will schedule such meetings during the regular work hours of both the employee and the Union Representative unless it is not possible to do so.

ARTICLE 8 - ARBITRATION

- 8.1 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 two (2) months of the completion of step (b) of the grievance procedure referred to in Article 7.2 (b), notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

Timelines to refer grievances to arbitration may be extended by mutual agreement.

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 affected by it. Each Party shall pay its own costs, and the fees and expenses of the Arbitrator shall be shared equally by the Parties.

ARTICLE 9 - STRIKES AND LOCK-OUTS

- 9.1 During the term of this Agreement, there shall be no lock-out by the Company nor shall there be any strike (either complete or partial), slow-down, or other such concerted activity by the Union or employees. There shall be no strike or lock-out as long as this Agreement continues to operate. "Strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 10 - HOURS OF WORK AND SCHEDULES

- 10.1 All full-time 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. 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 advance 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 Friday at noon for work commencing the following Friday and a copy will be given to the Union.

10.2 All part-time Employees shall be scheduled on the basis of a maximum of thirty (30) hours per week, with no shift being less than three (3) hours in length. No part-time Employee shall be required to work more than one (1) shift in a day unless the break between shifts is less than two (2) hours or the employee has requested it on the availability form.

10.3 Preference of shift will be given once annually to full time employees with greater bargaining unit wide seniority. Requests for new placements may be submitted to the Employer by November 1st for January placement, or March 1st for September placement.

Preference of location will be given once annually to part-time employees. Requests for new placements may be submitted to the Employer by November 1st for January placement, or March 1st for September placement.

Employees will be allowed three (3) days to advise the Employer of their preference.

10.4 Part-time Employees assigned to fill in for a full-time positions shall be defined as working any hours or shifts that had been previously scheduled, or should have been scheduled but for the granting of any leave under this Agreement, and where subsequently a part-time member is scheduled or assigned on the basis of seniority, subject to being able to perform the normal duties of the job. Part-time employees who have regularly scheduled for twelve (12) consecutive weeks over thirty (30) hours will become members of the full-time seniority list.

10.5 All authorized hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular hourly rate. However, should such excess or overtime hours be worked on a Saturday or Sunday, they shall be paid for at two (2) times the regular hourly rate. In computing hours of work for purposes of overtime, sick leave with pay, bereavement leave, and paid statutory holidays shall be considered as time worked.

10.6 During the period from September 15 to April 15 (minus the period of the Christmas break), all regular full-time employees shall be entitled to two (2) consecutive days off a week.

During the period of April 16 to September 14, or whenever the significant changes in operational parameters occur as defined in the attached Letter of Agreement – Hours of Work, all regular full-time employees shall be entitled to two (2) consecutive days off per week, however, employees may in any event request to have days off which are not consecutive, and the work week defined in this Article will be suspended.

10.7 Part-time employees shall be entitled to two (2) days off per week, not necessarily consecutive. All part-time schedules shall be on a Saturday to Friday basis.

- 10.8** The Parties agree that employees will, whenever possible, notify their supervisor with as much notice as possible but not less than one (1) hour before their shift starts, in the event that the employee is unable to attend work. Where the employee has given notice of inability to attend work, the Company shall not call the employee back to discuss scheduling, staffing difficulties, or other work related matters, unless failing to call would result in a disadvantage to the employee.
- 10.9** All employees shall be entitled to:
- one fifteen (15) minutes paid break for up to three (3) hours shift;
 - two fifteen (15) minutes paid break for up to five (5) hours shift;
 - one fifteen (15) minutes paid break and thirty (30) minutes unpaid lunch for up to six (6) hours shift (inclusive of lunch);
 - two fifteen (15) minutes paid breaks, one in each half of the shift, and thirty (30) minutes unpaid lunch for up to eight (8) hours shift (inclusive of lunch);
 - one fifteen (15) minutes paid break after every three (3) hours of overtime.
- 10.10** With the prior approval of the Union, the Company may institute a work week consisting of four (4) ten (10) hour days. Employees who want to work the Employer's 4/10 work week may choose flexible work schedules within the following parameters:
1. Four (4) ten (10) hour days, exclusive of lunch, within a payroll week, is referred to as "4/10".
 2. Normal starting time may not be earlier than 6:00 a.m. and normal finishing time shall not be later than 9:00 p.m.
 3. Time and one-half (1½) the straight-time hourly rate will be paid for hours worked in excess of ten (10) hours per day.
 4. Employees called to work on a regular scheduled day off, who are working a 4/10 shift, shall be paid time and one-half (1½) for all time worked on said day.
 5. A. Employees eligible for holiday pay will be paid ten (10) hours' straight-time pay for said holidays.
B. Employees who work on a day designated as a holiday will be paid at their straight-time hourly rate in addition to their receiving holiday pay as mentioned above.

- 10.11 An employee reporting for work by instruction of the Company and at the commencement of his/her scheduled work day, but for whom no work is available, will be offered at least four (4) consecutive hours' employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to four (4) hours' pay at his/her regular hourly rate. In the case of a part-time employee whose shift was scheduled for less than four (4) hours, they shall be entitled to their full shift of pay at his/her regular hourly rate and offered those hours of employment in other work, at the Company's option. This guarantee shall not apply in the event that the operations of the Company are affected by a labour dispute, fire, electrical failure, major mechanical failure or other major occurrence beyond the control of the Company. This guarantee shall not apply in the case of an employee who has been absent from his/her scheduled work and who has failed to inform the Company of his/her intention to return and the date thereof.

- 10.12 Any full-time employee called in to work outside his/her scheduled shift hours, other than those immediately before or immediately after (with or without a mealtime break) his/her scheduled shift, shall be given at least four (4) consecutive hours' work or paid for four (4) hours' time at his/her regular hourly rate. No shifts of less than four (4) hours will be scheduled for a full-time employee.

Any part-time employee called in to work outside his/her scheduled shift hours, other than those immediately before or immediately after (with or without a mealtime break) his/her scheduled shift, shall be given at least three (3) consecutive hours' work or paid for three (3) hours' time at his/her regular hourly rate. No shifts of less than three (3) hours will be scheduled for a part-time employee.

- 10.13 Schedules shall be posted to provide employees with as much advance 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 Friday at noon for the work commencing the following Friday and a copy will be given to the Union.

These schedules will not be changed without seventy-two (72) hours' notice unless there are circumstances beyond the control of the Employer. Any changes in scheduling will be communicated immediately to the employees affected. An employee will not be scheduled without mutual consent in such circumstances.

These schedules will also contain the non-union employee's hours.

- 10.14 Part-time employee shifts shall be distributed within the unit seniority list, on the basis of seniority as equally as possible. If unable to fill the available shifts, the Employer shall then proceed to offer by seniority Division wide. Employees who wish to maximize the amount of scheduled hours may advise the Employer and these employees will be scheduled to their maximum hours (as per Article 10.2) on the basis of seniority, skills and ability among them whenever circumstances and operational requirements of the Company permit, including the need to maintain a sufficient number of employees in the workforce.

10.14 Continued

Seniority will be given priority in special function and short notice staffing requirements. Wherever possible, the Employer will give notice of at least forty-eight (48) hours for special function and short notice staffing requirements. An employee will not be scheduled without their consent in such circumstances.

Part-time Employees interested in the foregoing will provide written confirmation of their availability to the Company each September and January, and ten (10) days in advance during summer layoff and the Company shall maintain a log for the purpose of scheduling and to confirm the scheduling or call in order. Employees will be scheduled and called in by seniority as per their availability.

10.15 Missed Opportunity for Overtime

The Company agrees that any missed opportunity for overtime shall be corrected by the Employee being offered another opportunity at a mutually agreeable date and time. The missed opportunity for overtime shall be scheduled within thirty (30) days from the date it became known. The overtime shall be a created opportunity which does not affect regular overtime. Overtime shall be distributed based on seniority and paid at the applicable overtime rate.

ARTICLE 11 - SENIORITY

11.1 For the purposes of this Article, service shall mean the service as an employee as defined in Article 1 - Definition.

11.2 Full-time seniority is based on an employee's total length of unbroken service.

Part-time seniority is based on an employee's total number of hours worked in the bargaining unit as of the last date of hire.

11.3 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee who accepts a position outside the bargaining unit or who ceases to be an employee as defined in Article 1, but who remains in the employ of the Company at Queen's University, shall retain credit for his/her accumulated seniority, and shall be entitled to such seniority if he/she subsequently resumes a status as an employee under this Agreement within a six (6) month period.

11.4 If there is a break or breaks in an employee's service, his/her seniority shall be based on his/her length of unbroken service which shall have accumulated since his/her last rehiring by the Company.

11.5 A break in an employee's service with the Company shall be deemed to have occurred:

- (a) If he/she leaves the employ of the Company;
- (b) If he/she is discharged for just cause and not reinstated through the grievance procedure, including an instance where an employee is absent from work without notice to the Company for three (3) consecutive working days and subsequently fails to provide the Company with a reasonable explanation for his/her absence and failure to give notice;
- (c) If he/she is laid off because of lack of work and is not recalled within two (2) years.
- (d) If the employee is absent from work for three (3) consecutive working days without proper notification to the Employer unless a reasonable explanation is provided by the employee.
- (e) Failure to return to work within seven (7) working days after the Employer gives the employee written notice to return to work from layoff, and failure to notify the Employer of their intentions to return to work within seven (7) working days after such notice is given, unless through sickness or other just cause. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered mail to the last address furnished by the employee to management.

Employees have a responsibility to update their personal information either through myPay or making an appointment at the office.

11.6 (a) A new employee shall be on probation until he/she has completed thirty (30) days of work for the Company. Thereafter, his/her length of service shall be calculated from his/her date of hiring.

Employees, at the discretion of management, may be removed from probationary status earlier than thirty (30) days of work.

No employee will be required to serve more than one (1) probationary period.

- (b) An employee who is rehired within a one (1) year period shall not be regarded as a probationary employee, provided the employee has completed their initial probationary period, unless returning to a different classification in which case they will have a trial period as described in Article 12.2 (e). Length of service shall be calculated from date of rehiring.
- (c) A probationary employee shall have all rights under the terms of this Agreement, except where such employee is discharged with just cause by the Company during this period; it shall not be open to review under the grievance procedure set out in this Agreement and/or arbitration.

- 11.7** The Company will provide up-to-date seniority lists to the Union and will also post the lists in all work locations by the 1st of January, April, and October.

The list will indicate the employee's work unit and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence.

On April 1st and October 1st of each year, the employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each employee's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal email.

When two (2) or more members of the Bargaining Unit have the same seniority date, the employer will forward the names and addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the employees by lot at a regular or special meeting of the Union. The employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the employer of the outcome and the employer shall be entitled to rely upon the results as provided.

11.8 **The Application of Seniority**

For purposes of promotion, demotion, transfer, lay-off and recall, and service for the purposes of vacation entitlement.

- (a) An employee whose status is changed from full-time to part-time shall receive full credit for his/her seniority and service.

- (b) It is understood that one thousand, three hundred and fifty (1,350) hours worked as a part-time employee is equivalent to one (1) year of full-time service. Notwithstanding the foregoing, the seniority date shall under no circumstances predate the original date of hire. Effective May 26, 2022.

- 11.9** Provided that the operation of this paragraph does not adversely affect the rights of employees under this Agreement, the Company may engage students or other persons for summer and other temporary or special employment providing that full-time have been given the opportunity to do the work. The hours of work for students will not exceed twenty-four (24) hours per week.

- 11.10** It is not the intent of the Company to replace full-time employees with part-time employees.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.1 Whenever a new full-time job is created or when a full-time vacancy occurs, notice shall be posted for ten (10) full calendar days, in all existing units at the various union bulletin board locations. Any employee may apply for the posted job, subject to the following conditions:

- (a) Each posting shall contain a brief description of the duties of the job, the qualifications required, the classification, location, shift, hours' of work and wage rate.
- (b) Each application must be submitted in writing during the ten (10) day posting period;
- (c) Subject to the foregoing, vacancies shall be filled on the basis of seniority applicant able to perform the normal duties of the posted job in the following order:
 - i) Full-time
 - ii) Part-time
 - iii) External Applicant

The Company will train the successful applicant as may be required. (Any employee who is in a full-time or part-time position at the date of ratification, will not require formal qualifications, i.e., Red Seal, Gold Seal).

- (d) In the event that no full-time or part-time employee bids for a posted job during the ten (10) calendar day posting period, or should no applicant meet the posted requirements for the job, the Employer may fill the position from sources outside the bargaining unit;
- (e) Successful applicants under this section shall have a trial period of thirty (30) days of work to familiarize themselves with the new job, during which time they shall have the option of returning to their former position within the bargaining unit.

The Company shall have the right to return the employee if it is determined that they are unable to perform the normal duties of their new position following the trial period, or at an earlier date where it is clear that the employee will not be able to perform the normal duties even with the additional time remaining and available in the trial period.

12.2 Temporary transfers within the same classification or temporary promotions for periods in excess of ten (10) working days will be selected according to Article 12.1.

ARTICLE 13 - LAY-OFF AND RECALL

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

- (a) The Employer will lay-off the most junior employee(s) in the classification in the unit to be affected by the lay-off.
- (b) The Employer will give the Union and the employee(s) affected ten (10) days advance notice of such permanent lay-off. The employee(s) affected by the permanent lay-off will be entitled to exercise his/her seniority in accordance with this Article. At the same time, the Union will be provided with an updated seniority list.
- (c) Notices to individual employees will include the identity of junior positions in all classifications with a copy of the job description and the hours of work.
- (d) Each employee receiving a notice of lay-off will have five (5) working days from the ten (10) days in sub-section (b) above to identify a position into which they wish to bump. Each position shall be a comparable position within the bargaining unit.
- (e) Where a junior employee holding a comparable position cannot be located, the employee will then be entitled to bump into a position held by a more junior employee in any other job classification provided that the senior employee affected by the lay-off has the ability to do the job. Employees will be entitled to a thirty (30) day trial period if there is any question or dispute regarding the ability to do the available work. This subsection does not permit an unqualified employee to bump into a position requiring formal qualifications, e.g., Cook's Helper and Baker's Helper.
- (f) Once a job has been identified, the employee affected by the lay-off will be given five (5) working days from the ten (10) days in sub-section (b) above to decide whether to accept the position or to accept the lay-off.
- (g) Any employee affected by the displacement by a senior employee, as above, will be offered these same rights commencing with sub-section (b) above.

13.2 Full-time employees who, as a result of permanent lay-off, become part-time employees shall, so long as they are entitled to be recalled pursuant to the terms of the Collective Agreement, be paid at the job rate of the position for all hours worked to fill in for the unexpected absences of full-time employees as required by the Employer.

13.3 No new employee will be hired and no person who is not a member of the bargaining unit will be scheduled to perform the duties of a laid off employee providing the employee on lay-off is willing and able to perform the available work.

- 13.4 Employees who are to be laid off due to lack of work shall be given at least ten (10) working days' advance written notice. Such notice shall not apply in circumstances where the laid off employee is given an opportunity of recall to available work which is not expected to extend beyond ten (10) working days. The Employer will make every effort to give the affected employees as much notice as possible.

- 13.5 Recall to work shall be made commencing with the most senior employee on lay-off and continuing from the top to the bottom of the seniority list.

- 13.6 (a) In the case of a reduction of staff due to operational shut down (including Christmas, Reading Week, Thanksgiving, summer lay-off period), preference of recall will be given to the employee(s) with the greatest seniority.

The General Manager, or designate, will confer with the Union President or designate(s) at least fourteen (14) days prior to any lay-off to discuss the lay-off in relation to the work available and related scheduling as well as the seniority of employees and other relevant information.

Employees must inform management when they are unable to accept work during these times.

- (b) (i) In the event a lay-off is necessary, employees shall be polled in order of seniority to determine those employees who are willing to accept the lay-off for a specific period of time.
- (ii) Should an insufficient number of employees agree to be laid off according to (i) above, then any further lay-off shall be made commencing with the junior employee being laid off and continuing from the bottom to the top of the seniority list.

The parties have a mutual desire to improve the quality of service provided during the periods leading up to Christmas Break and Summer Break. Therefore, the parties agree to a collaborative approach and shall participate in meaningful discussions to achieve a mutual agreed upon solution. The parties shall meet within four (4) months of ratification and on a yearly basis six (6) weeks in advance of the above-mentioned periods.

- 13.7 In the case of a reduction of staff due to operational shut down for the summer lay-off period, the initial preference of recall will be given to the employee(s) with the greatest bargaining unit wide seniority respectively.

This preference selection shall be made once at the commencement of the summer lay-off period and thereafter at the commencement of every month during the summer lay-off and will be in effect for the duration of the entire month.

13.7 Continued

If additional staff is required within the classification, recall shall be in accordance with Article 13.6.

The Employer may return an employee to their former position where the employee is incapable of performing the job.

At the end of the shutdown period, employees will revert back to their previously held position.

- 13.8** The General Manager, or designate, will confer with the Union President, or designate, at least fourteen (14) days prior to any lay-off to discuss the lay-off in relation to the seniority and the skills of the employees involved.

ARTICLE 14 - PREMIUM PAY

- 14.1 (a)** A premium of sixty-five (\$0.65) cents per hour shall be paid for all hours worked after 4:00 p.m. Monday to Friday.

Effective May 1, 2023 – seventy (\$0.70) cents per hour

Effective May 1, 2024 – seventy-five (\$0.75) cents per hour

- (b)** Employee's working four (4) hours or more on the midnight to 8:00 a.m. shift shall be paid a premium of eighty cents (\$0.80) per hour.

Effective May 1, 2023 – eighty-five cents (\$0.85) per hour.

- (c)** Employees scheduled to work on Saturday or Sunday will receive a premium of eighty-five cents (\$0.85) for all hours worked between Saturday 0000 hours and Sunday 2359 hours.

Effective May 1, 2023 – ninety cents (\$0.90)

Effective May 1, 2024 – one dollar (\$1.00)

If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay and there shall be no pyramiding.

- 14.2** Any employee required to perform work in a higher job classification for two (2) continuous hours or more will be paid at the higher rate for all hours worked.

ARTICLE 15 - UNIFORM AND CLOTHING ALLOWANCE

15.1 The Employer agrees to provide each full-time employee:

- 3 sets of uniforms for new employees
- 5 aprons for Kitchen staff in each year
- 3 sets of uniforms for all employees when new uniforms are introduced
- 2 sets of uniforms each year to existing employees

The Employer will issue two (2) new sets of uniforms to each new part-time employee and one (1) additional set each year thereafter. Employees who work consistently twenty (20) hours or more per week will be issued one (1) additional shirt and one (1) additional pair of pants each year. Employees who leave the employ of the Company shall return uniforms and if they do not the Company may deduct 50% of the cost of the uniforms from the employee's final pay cheque.

Uniforms damaged due to normal wear and tear may be returned for replacement at any time. The Employer shall have the discretion to determine whether a uniform needs replacement.

The qualify and design shall be discussed between the Company and the Union. The uniforms will be available in September of each year.

The Employer will at its sole discretion, provide a sweater to employees assigned to work in areas where cold temperatures or drafts present a Health and Safety concern.

15.2 Safety Shoes

The employer agrees to reimburse employees up to one hundred (\$100.00) dollars each per full-time employee and one hundred (\$100.00) dollars each per part-time employee for the purchase of safety shoes for their own use upon proof of purchase, through the approved supplier.

The Employer shall also supply one pair of safety shoes for all newly hired employees. Newly hired employees shall choose their preferred safety shoe from the list of available options as provided by the Employer. Any employee who does not pass their probationary period, will have the monies deducted from their final pay.

That year is September 1st to August 31st and may be for more than one (1) pair of safety shoes.

Employees must have worked a minimum of four hundred (400) hours in the previous year (September to August) to qualify for reimbursement.

ARTICLE 16 - STATUTORY HOLIDAYS

- 16.1 Each employee shall be granted a day off with pay, at his/her regular daily rate, on each of the following statutory holidays:

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

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.

- 16.2 Payment for the holiday will be made only if the employee works one (1) or more days during the full week immediately preceding, or one (1) or more days during the week immediately succeeding or their scheduled shift before or after the day on which the holiday is observed by the Company. If the employee is absent for one (1) or both of the qualifying work days referred to above due to verified illness, death in his/her immediate family, jury duty, or because he/she has received prior or subsequent permission from the Company to be absent, the holiday will be paid. 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 lay-off period and reports back on the first scheduled work day after the Christmas lay-off period.
- 16.3 Should the day of observance of any of the holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected shall receive an extra day's vacation with pay in lieu of payment for the statutory holiday.
- 16.4 (a) An employee who is required to work on any of the statutory holidays enumerated above shall, provided that he/she is eligible to receive payment for such holiday, be paid for the time worked at two (2) times his/her regular hourly rate for the hours worked, plus one (1) day off at a mutually convenient time with pay in lieu of holiday pay.
- (b) Such resulting lieu time shall not exceed two (2) days in a school year and any unused time will be paid out prior to the summer operations period. Lieu time is also to be used prior to any Vacation entitlements.
- 16.5 Any employee who is scheduled to work on a statutory holiday may request the day off work by applying to the Manager within twenty-four (24) hours of becoming aware of the posting of the work schedule. Such request will be granted where in the opinion of the Company it is considered practical to do so. The Company will consider all such requests in order of the employees' relative seniority.

Such requests will not be unreasonably denied.

ARTICLE 17 - VACATIONS

17.1 Employees will be granted, each year, paid vacations on the following basis:

- (a) Vacations with pay shall be computed on the basis of length of continuous service with the Employer as of the original date of employment in each year.
- (b) Vacation allowances are determined in accordance with the following table:

<u>Continuous Service as of the Original Date of Employment</u>	<u>Vacation Pay</u>
Less than 2 years	1 day for each month of service up to a maximum of 10 days
More than 2 years	3 weeks (15 days)
After attaining 10 years	4 weeks (20 days)
After attaining 17 years	5 weeks (25 days)
After attaining 25 years	One (1) day per year to a maximum of thirty (30) years.

17.2 Vacation pay shall be calculated as follows:

Employee's regular hourly rate multiplied by the number of hours for which the employee is regularly scheduled per week.

17.3 All part-time employees shall receive vacation pay to be added to the employee's regular bi-weekly pay cheque on the following basis:

- (i) Less than two (2) years of service - four percent (4%) of gross earnings;
- (ii) Employees who have completed two (2) years, but less than ten (10) years of service - six percent (6%) of gross earnings;
- (iii) Employees who have completed ten (10) years, but less than seventeen (17) years of service - eight percent (8%) of gross earnings;
- (iv) Employees who have completed seventeen (17) years of service or more - ten percent (10%) of gross earnings.

NOTE: One thousand, three hundred and fifty (1,350) hours worked equals one (1) year of service.

17.4 The Company will grant vacations at times requested by employees based on operational needs as solely determined by the Company. Disputes in scheduling vacations shall be decided by seniority.

- 17.5 Any employee who terminates before completing one (1) year of service will receive four percent (4%) of total wages calculated from the first day employed.

ARTICLE 18 - BEREAVEMENT PAY

- 18.1 An employee shall be granted leave with pay on the occasion of the death of a member of the family or a close relative as defined below:

Wife, husband, common-law partner, same-sex partner, mother, father, step-mother, step-father, brother, sister, step brother, step sister, grandparents, child, step child, mother-in-law, father-in-law and grandchild – five (5) days

All other relatives - three (3) days

It is understood that a part-time employee who works less than five (5) consecutive days at a time shall be granted their bereavement leave with pay within (10) calendar days, unless there is a need to have a day at a later date for an interment, memorial or funeral service.

ARTICLE 19 - BOARDS

- 19.1 The Union shall be provided with and permitted the use of bulletin boards for the posting of notices concerning meetings of the Union and other Union business. The Union agrees that it will not distribute or post any pamphlets, advertising or political material, or any other kind of literature at or on any other location on the Employer's property, except as provided above.
- 19.2 The Union agrees to adhere to University policy regarding the distribution of literature on University property.

ARTICLE 20 - SICK LEAVE

20.1 Full-time Employees

It is mutually agreed that sick leave with pay at the employee's regular rate of pay shall be granted as follows:

- (a) After three (3) months of continuous service an employee will receive a credit of five (5) days' sick leave, and at the end of twelve (12) months of service there shall be a further credit of five (5) days. Each year thereafter, on the anniversary of employment, there shall be a further credit of eleven (11) days.

- 20.1 (b) The unused portion of sick leave in any one year of service shall accumulate from year to year up to a maximum of one hundred and ten (110) working days. Normally, an employee will not be required to produce a medical certificate for absences due to illness of less than three (3) consecutive days. However, in the event an abuse of sick leave is reasonably suspected, the Employer may give notice that an employee will be required to submit a medical certificate for subsequent absences due to illness and the Employer shall pay for the cost of the certificate.

Where required, a medical certificate shall set out that an employee has been attended to by his/her physician for the illness, and also provide the doctor's estimate of the number of days the employee is required to be absent from work. In cases of actual abuse, the Employer reserves the right to administer appropriate discipline.

- (c) Where by virtue of the local board of health food service regulations, a part-time or regular employee is required to be absent from work because of a non-disabling communicable or contagious disease, such employees may choose to receive their full regular pay for the unavoidable period of absence from the job, such pay not to be deducted from their earned accumulated sick leave.
- 20.2 The Company shall maintain a list of the total unused portion of sick leave for each employee. Employees may request a copy of their own sick leave balance from the Company at any time, which will be provided within a reasonable time.
- 20.3 Where employees are unable to schedule doctor appointments outside working hours, they will be granted paid time from the employee's accrued sick time. If the employee has not accrued sick time, they may use their paid rest breaks and unpaid rest breaks.
- 20.4 Compassionate Leave – Employees will be permitted to use up to three (3) days sick leave per year for compassionate reasons. This leave will be used to attend to unusual and unforeseen circumstances that may take place. Requests for compassionate leave shall not be unreasonable denied.

ARTICLE 21 - EMPLOYEE BENEFIT PLANS

- 21.1 Benefit contributions will be prorated over the academic year in order to provide benefit coverage for the whole of the year (12 months). Therefore, employees will maintain their contributions from September to April of each year and employee benefits will remain intact, while on summer layoff.

Employees who are off work as a result of a WSIB claim approved by the WSIB, or appealing a WSIB claim, any LOA defined in the collective agreement, with the exception of Personal Leave of Absence as noted in Article 24.2, or any LOA as defined in the Employment Standards Act of Ontario, will continue to be in receipt of benefits provided the employee maintains their portion of the premiums during the time period they are off work.

21.1 Continued

The Employer shall provide the following benefit plans as specified in the current group insurance booklet for all full-time employees:

- (a) The Employer to pay the payroll tax to cover O.H.I.P.;**
- (b) (1) \$25,000 Life Insurance and A.D. & D.**
- (2) Extended Healthcare –includes surgical breakthrough benefits and major medical coverage;**
- (3) Prescription drug expenses; with a drug card; ninety percent (90%) reimbursement;**
- (4) The Employer shall provide a Vision Care Plan of two hundred and fifty dollars (\$250.00) per twenty-four (24) month period. Effective July 1, 2022, three hundred dollars (\$300.00).**
- (5) Paramedical Services at one hundred percent (100%) reimbursement to a maximum of:**
 - i) physiotherapist, psychologist, speech therapist – three hundred dollars (\$300.00) per person per year. Effective July 1, 2022 – Five hundred dollars (\$500.00).**
 - ii) chiropractor, podiatrist naturopath, osteopath, massage therapist, acupuncturist – five hundred dollars (\$500.00) combined maximum per person per year.**
- (6) Hearing Aids – one thousand dollars (\$1,000.00) every four (4) years.**
- (7) Custom fitted orthopaedic shoes – one (1) pair each calendar year.**

Employer to pay sixty percent (60%) of the premium cost of items in (b) (1-7).

Effective July 1, 2022 – sixty-five percent (65%).

Effective May 1, 2023 – seventy percent (70%).

- (8) Orthotics – five hundred dollars (\$500.00) per twenty-four (24) months per person.**
- (9) Semi Private Hospital room**

- 21.1 (b) (10) Provide for a basic Dental Plan - sixty percent (60%) Employer paid premiums.

Effective July 1, 2022 – sixty-five percent (65%).

Effective January 1, 2023 – seventy percent (70%).

Coverage is eighty-five percent (85%) reimbursement with a fifteen hundred (\$1,500.00) annual cap based on the ODA fee schedule one year prior to date treatment is rendered.

(11) Employee Assistance Plan (Lifeworks)

- (c) Eligible employees and family members of employees who are receiving drug plan benefits through OHIP+ whole claim(s) is submitted to OHIP+ and rejected, may submit such claim to the benefits carrier in accordance with the terms of the benefit plan.
- (d) 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.
- (e) The Union and each member shall be provided with a copy of all benefit plans and any amendments to the plans.
- (f) All benefit changes, if required, shall commence on the first day of the month following the date of ratification.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22.1 The pay period shall be each fourteen (14) days, beginning Thursday midnight.

The Company agrees to direct deposit employees' earnings in to their bank account in a manner consistent with the current practice.

Pay stubs shall include hours worked in the pay period. Paper copies available upon request.

- 22.2 In the event that an employee's pay has a shortage of three (3) hours pay or more, the Company shall rectify the shortage within three (3) working days from the time of notification. This will be applicable when such shortage has been created by a Company error or negligence.

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

22.3 Meal Allowance

All employees will pay the sum of two dollars and twenty-five cents (\$2.25) plus applicable taxes for receipt of a meal and beverage during each shift of more than five (5) hours that they work. The list of food items eligible as part of the program will be provided to the employees. Employees not consuming any food or beverage for religious reasons will be entitled to receive an exemption from the meal program. Employees requesting the religious exemption must notify the Employer by filling out a form thirty (30) days in advance of the time period of the request for exemption.

22.4 All employees hired after date of ratification shall be paid at the start rate unless they are hired from the part-time seniority list, in which case they will be paid according to their years of service. Second and third year rates begin on the employee's anniversary date of hire into the full-time bargaining unit.

22.5 The regular hourly rates paid to employees during the life of this Agreement will be in accordance with Schedule "A".

22.6 Processing of E.I. Form

The Employer will make every effort to hasten the processing of Records of Employment consistent with E.I. guidelines and to enlist the assistance of the E.I. to expedite the processing.

ARTICLE 23 - UNION MANAGEMENT COMMITTEE

23.1 It is agreed that a committee will be established of six (6) regular members each from Union and Management which shall meet monthly to discuss matters of mutual concern, to develop a common understanding of workplace problems, and to create an on the job program to improve morale, reduce stress and provide for better utilization of resources. Both parties by mutual consent will have the right to invite guests to meetings who can contribute constructively to items on the agenda.

23.2 Agendas of matters for discussion will be exchanged by the Union and the Employer at least five (5) working days prior to the meeting.

23.3 This committee shall not have the power to add to, amend or delete any part of the collective agreement.

23.4 The committee shall be chaired by co-chairs, one selected from the union and one from management, who will alternate monthly meetings. Minutes will be taken by the chairperson not chairing each month and distributed for all members and management to see after the committee has approved them.

ARTICLE 24 - LEAVES OF ABSENCE

- 24.1 Leave of absence without pay may be granted to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed twenty-five (25) working days for any one individual or fifty (50) days for the Bargaining Unit in any calendar year.

The Company will continue to pay the employee provided he/she has been scheduled to work, when on an approved leave of absence for Union business as provided in this Article. The Company will bill the Union in order to recover the cost of the employee's regular wages only, during the period of the leave of absence. Such billing shall be done within thirty (30) days of the employee's return to work. The Union shall forward payment within thirty (30) days of receipt of the billing. All past due invoices greater than thirty (30) days will be subject to an interest penalty of 1% per month.

24.2 **Personal Leave of Absence**

The Employer shall not unreasonably refuse an employee's request for a personal leave of absence. In the event that a personal leave of absence exceeds thirty (30) continuous calendar days, the employee will be required to pay the full premiums for all employee benefits and his/her seniority shall be adjusted by the full period of the leave.

24.3 (a) **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) On confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance bi-weekly pay remittance shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

24.3 (a) (d) Continued

The supplement, subject to maximum allowable SUB payment under Employment insurance legislation, shall be equal to the difference between the payments received from the Employment Insurance Commission and seventy (70%) percent of the employee's regular straight time pay for a maximum of fifteen (15) weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance pregnancy benefits.

An employee who is on pregnancy leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent to seventy (70%) percent of the regular straight time pay for the employee's classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

Notwithstanding the foregoing, the top up entitlements for an employee who elects to receive a lower employment insurance benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

- (e) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification and at the current rate of pay.
- (f) Credits for service and seniority shall accumulate while an employee is on pregnancy leave.
- (g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including RRSP, in any, in which the employee is participating while the employee is on pregnancy leave.
- (h) Credits for service and seniority shall accumulate while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (i) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification, and at the current rate of pay.

24.3 (b) **Parental Leave**

- (a) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his/her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm their intentions to return to work on the date originally approved in subsection b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) On confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance bi-weekly pay remittance shall constitute proof that they are in receipt of Employment Insurance parental benefits.

24.3 (b) (e) Continued

The supplement, subject to maximum allowable SUB payment under Employment insurance legislation, shall be paid the difference between the payments received from the Employment Insurance Commission and seventy (70%) percent of the employee's regular straight time pay for a maximum of ten (10) weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance pregnancy benefits.

An employee who is on parental leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent to seventy (70%) percent of the regular straight time pay for the employee's classification which they were receiving on the last day worked prior to the commencement of the parental leave.

Notwithstanding the foregoing, the top up entitlements for an employee who elects to receive a lower employment insurance benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

- (f) Subject to any changes to the employee's status, which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift, in the same classification, and at the current rate of pay.
- (g) Credits for service and seniority shall accumulated while an employee is on parental leave.
- (h) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including RRSP, if any, in which the employee is participating while the employee is on parental leave.
- (i) Credits for service and seniority shall accumulate while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

24.4 **Jury or Witness Duty**

Employees shall be granted leave of absence to serve as a subpoenaed witness or for jury duty. The Employer will pay the difference between the employee's normal scheduled pay and jury duty/witness payments to a maximum of ten (10) days. The Employer shall not deduct any payment that might have been received for carrying out such duties.

24.5 Union Negotiation Committee Leave

Employees of the Company who have been elected or appointed to represent the Union on the Negotiation Committee shall be granted a one (1) day leave of absence, without loss of normal scheduled pay, prior to the initial negotiations meeting for renewal of this agreement for the purpose of meeting to finalize the proposals to the Employer. Further, the number of employees allowed on such leave shall be limited to six (6).

ARTICLE 25 - ABSENCE FOR UNION DUTIES

25.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. In order that this may be facilitated, the Union shall keep the Company informed at all times as to the names of its officers, stewards, and members who may be appointed or elected from time to time to any committee or the position of a local Union representative.

25.2 Similarly, the Company will supply the Union with the names of its administration personnel with whom the Union may be required to discuss matters of mutual concern as well as the names of all managers as they may occur and change from time to time.

All time spent by Union Representatives in meetings with the Employer is time worked.

25.3 Company approval of absence with pay will normally be granted for such absence from duties if it involves joint meetings between Union and Management and the normal functions of the Union officers and provided it will not result in an unreasonable disruption of work.

25.4 The Employer agrees that two (2) members of the full-time seniority list and two (2) members of the part-time seniority list will be granted leave of absence with pay for four (4) working days each to attend the Ontario Division Convention and five (5) days each to attend the Biennial National Convention of the Canadian Union of Public Employees.

ARTICLE 26 - GENERAL PROVISIONS

26.1 Disciplinary notations will be removed from employee's record one (1) year from the date of issue providing no further disciplinary incidents of the same nature have occurred.

26.2 Bonding

Any employee handling cash on behalf of the Company will be bondable. The Company is responsible for all costs and arrangements of bonding.

An employee handling cash shall not be financially responsible for shortages, except in the case of criminal negligence, but may be subject to appropriate disciplinary action.

26.3 Access Personnel Record

An employee shall have the right to have access to and to review his/her personnel record on a semi-annual basis or within five (5) days of written request from the employee.

26.4 Legislation Amendments

It is understood that Legislation can be amended from time to time. Therefore, should any legislation be enacted which would provide a greater right or benefit to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

ARTICLE 27 - HEALTH AND SAFETY

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

A first aid kit as approved by the Workers' Safety and Insurance Board shall be supplied by the Employer and placed in appropriate locations at the workplace.

No employee shall be required to work on any job or operate any piece of equipment until he/she has received training and instructions.

Transportation from the place of work to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

The Employer will provide at no cost to members of the Health and Safety committee First Aid and CPR certification courses. All time spent in such courses is time worked.

27.2 The Employer agrees to provide employees with the necessary information, forms, and to post regulations in order to allow an employee to file for compensation with the Workplace Safety and Insurance Board.

27.3 The Company shall provide copies of the Collective Agreement in booklet form to the Union in the quantity requested by the Union following signing of this Agreement.

27.4 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.

27.5 The Parties agree that the Employer has a responsibility to inform employees about known unsafe working conditions 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.

27.6 The Employer and the Union recognize the importance of the emotional wellbeing of employees and such issues shall be discussed at Labour Management meetings as the need arises.

27.7 **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.

27.8 **Worker Safety Risks**

Where a worker or manager becomes aware that providing services to a client poses a safety risk that may expose the worker to physical injury, the worker or manager will discuss the safety risk and develop a worker safety plan which may include co-teaming and/or other supports.

ARTICLE 28 – TECHNOLOGICAL CHANGES

28.1 Should technological change make it necessary for an employee to acquire additional or greater skills to perform the duties of his/her position or a new position created by the changes made, the affected employee will receive the required on the job training or, if the employer deems necessary, training elsewhere at the expense of the employer.

28.2 An employee who is displaced from his/her regular position because of technological change will suffer no reduction in his/her normal earnings and will remain employed in a position covered by this Collective Agreement. The employee who is displaced will be considered automatically before posting any vacancy if the employee has the minimum required qualifications. The employee shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position for which he/she is qualified.

- 28.3 The employer will report to the Union/Management Committee the specific steps which will be taken to protect the employees concerned from any adverse effects of the changes at least two (2) months prior to any of the changes being incorporated.


ARTICLE 29 – DURATION AND TERMINATION

- 29.1 This agreement shall remain in force and effect from May 1, 2021, until midnight April 30, 2024, and shall continue from year to year thereafter unless either Party gives notice in writing to the other Party within the period of ninety (90) days prior to expiration of this Agreement of its intention to bargain revisions to this Agreement.
- 29.2 Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for revisions of the Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED at Kingston, Ontario this 16th day of January, 2022. 2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.


Karen Mahendratna (Jan 8, 2023 10:13 (ST))

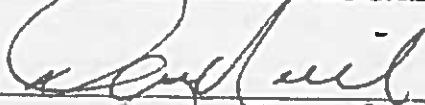
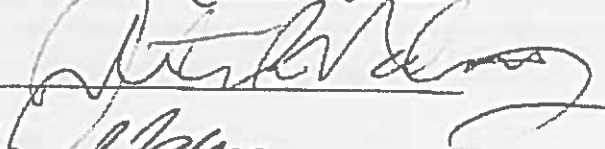

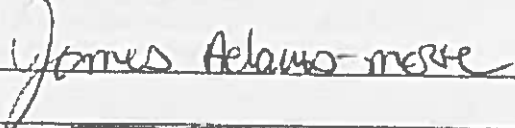
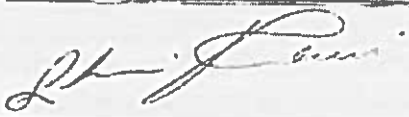
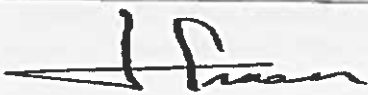

Paula Piccinelli (Jan 8, 2023 10:08 (ST))


John Kerr (Jan 8, 2023 10:06 (ST))


Steven Johnson (Jan 8, 2023 10:05 (ST))

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229

SCHEDULE “A” – WAGES
(Full-time & Part-time)

Effective May 1, 2021 – 2.5%

CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$17.62	\$19.76	\$20.84

Effective May 1, 2022 – 2.5%

CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$18.06	\$20.25	\$21.36

Effective May 1, 2023 – 3%

CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$18.60	\$20.86	\$22.00

All Employees at ratification receiving the third year rate will maintain that rate of pay regardless of the number of years employed and shall continue to receive the negotiated increase. All Employees hired after date of ratification shall be paid at the start rate.

LETTER OF AGREEMENT #1 - Modified Work Program

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

The Employer agrees to provide a fair and consistent policy for rehabilitating employees who have been injured on the job. The Employer and the Union recognize the benefits of a formal rehabilitation program.

The Company therefore undertakes to provide meaningful employment for both permanently and temporarily disabled employees thereby returning valuable human resources, benefits and productivity to the Employer on behalf of the employees.

The Parties agree to co-operate in the establishment of a Modified Work Program through participation in a Joint Health and Safety Committee.

The Union agrees to inform its members of the benefits of co-operating in a Modified Work Program.

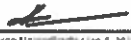
The Parties further agree that the Modified Work Program will include the following guidelines:

1. An employee who is actively participating in the program will receive no less than the employee's regular wages.
2. Any permanent modified work assignment shall be discussed and agreed to on a case-by-case basis.
3. Once the worker is established under the program, the distribution of tasks will be the responsibility of the supervisor and program manager. Regular updates of the progress will be communicated to the Union and referred to the Joint Health and Safety Committee.
4. This Letter of Agreement will form an integral part of the Collective Agreement and may be amended from time to time.
5. Nothing in this Agreement can be interpreted as a modification of any terms contained in the Collective Agreement.

-2-

DATED at Kingston, Ontario this 6th day of January, ~~2022~~ 2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.


Martin Menzies (Jan 4, 2015 12:14 EST)

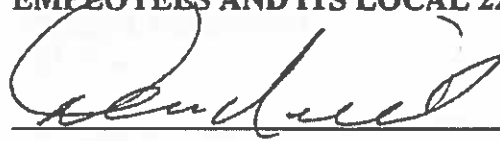

Paula Piscitelli (Jan 6, 2023 10:54 EST)

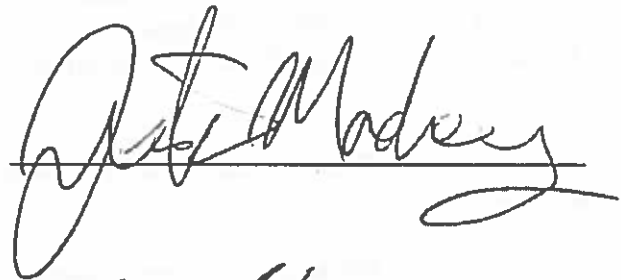

John Kerr (Jan 4, 2023 10:08 EST)

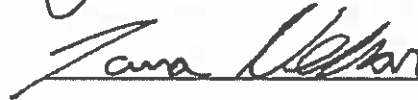

Steven Leifert (Jan 5, 2023 10:25 EST)

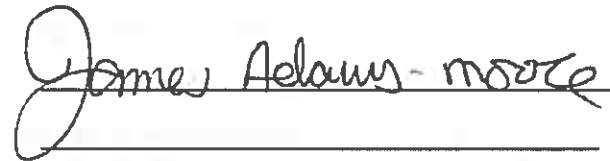
SIGNED ON BEHALF OF:

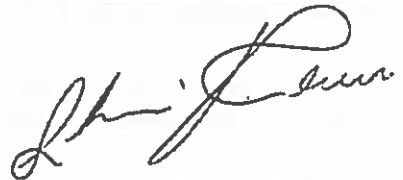
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229













LETTER OF AGREEMENT #2 – Hours of Work

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

Whereas the Union filed a policy grievance #FT-38-21, (the "Grievance") on or about August 11, 2021, which alleges that the Company violated Article 10.1 of the Parties' 2018-2021 Collective Agreement when it scheduled full-time employees for less than forty (40) hours a week and/or eight (8) hours a day;

And whereas the Parties desire to fully and finally resolve all outstanding matters arising from the Grievance;

And whereas the Parties confirm that the terms and conditions herein constitute good and valuable consideration from each to the other;

Now therefore the Parties agree as follows:

1. The Union confirms that the Grievance is resolved in accordance with the terms and conditions herein.
2. The Union and the Company agree to the following amendments to the Letter of Agreement, entitled "Hours of Work" located on page 32 of the current 2018-21 Collective Agreement:

Notwithstanding any provisions in the Collective Agreement, the Parties agree as follow:

1. It is not the intention of the Company to replace full-time positions with part-time positions to reduce the current full-time work week.
2. Should significant changes in the operational parameters occur, such as enrolment, sale, points of services, meal plans, facility closure and scheduling of classes, these changes shall be dealt with in accordance with the provisions set out in the Collective Agreement.
3. Nothing in paragraph 2 precludes the Union and the Company from negotiating alternative mechanisms such as reductions in hours of work for full-time employees.


-2-

4. Should the Company identify a need to schedule full-time employees for less than forty (40) hour per week, eight (8) hours per day because of a demonstrated change in operational parameters. it will promptly notify the Union in writing. The Parties will promptly meet to discuss scheduling changes proposed by the Company. Agreement by the Union shall not be unreasonably denied.
5. The Parties agree to utilize the existing Union-Management Committee to confer on matters pertaining to changes in the operational parameters, such as set out in the above paragraphs as soon as either party become aware of any potential changes.
3. The Company and the Union agree that this Letter of Agreement will be renewed in the Collective Agreement currently being negotiated unless the parties mutually agree otherwise.
4. This Settlement may be signed in counterparts, each of which shall constitute an original document and, when taken together, shall constitute the fully executed Minutes of settlement. Each signatory should complete the date and place of execution below.

DATED at Kingston, Ontario this 6th day of January, 2022 2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

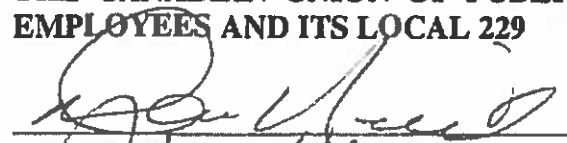
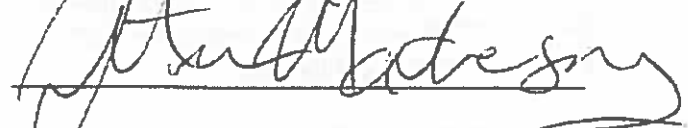

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229

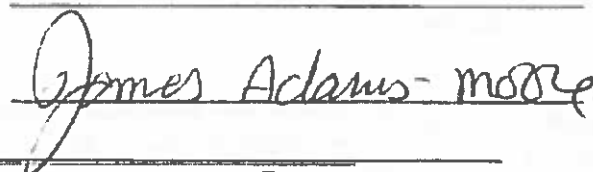

Karen Martin (2011.02.22 10:11:11)


Paula Piccitelli (2011.02.22 10:11:11)


John Kerr (2011.02.22 10:11:11)


Steven Piccitelli (2011.02.22 10:11:11)







LETTER OF AGREEMENT #3 - Summer Break Availability

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

In the event that employees are required to work during the months of April to August, they must indicate to the employer by March 1st if it is their preference to be laid off or work and take vacation during this time. The vacation request must accompany the request to work and the employer will schedule the employee accordingly.

Employees who want to make themselves available for the summer lay off period will be able to express their choice on a monthly basis during the months of April, May, June, July and August. To do so they will fill out an availability form that will be submitted to his or her supervisor the date indicated on the form for that summer which is approximately two (2) weeks prior to the first (1st) day of each month.

This form will have employees indicate a choice of residence (which includes catering work) and retail.

Should an employee not submit an availability form for the summer lay off period, it is presumed that this employee is not available for shifts during the summer lay off and therefore will not be placed on the availability list.

Employees may not change their stated availability for the month once provided unless an unforeseen circumstance has arisen to prevent it. This would include sickness, accident, bereavement or any other serious personal reason. The employer may request appropriate documentation to justify the non-availability.

Employees must provide contact information where they can be reached during all hours of stated availability. Where an employee fails to answer the call from the employer during his/her stated availability, the employer will move immediately to the next eligible employee in order of seniority on the availability list.

An employee who answers a call but refuses an offer of shift within his/her stated availability or does not answer a call and does not call back within 30 minutes, will be deemed to have refused a shift.

-2-


An employee who refuses three (3) shifts in a one month period will not be offered shifts for the balance of that month.

An employee who refuses six (6) shifts in the summer lay off period will not be offered another shift for the rest of the summer period.

This letter will be reviewed as required, but no less than annually.

DATED at Kingston, Ontario this 6th day of January, 2022.2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

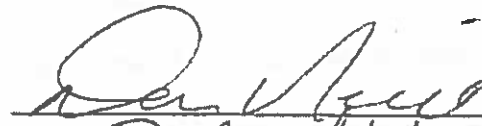


Karan Mehandre (Jan 1, 2023 11:51 EST)


Paula Piccitelli (Jan 6, 2023 10:54 EST)

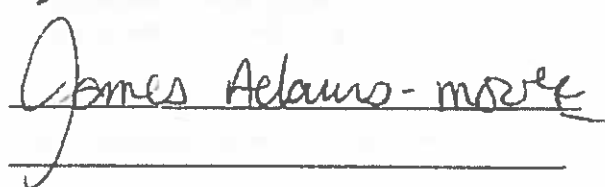

John Kerr (Jan 4, 2023 10:08 EST)

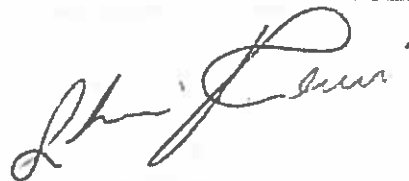

Stephen Lavett (Jan 5, 2023 10:13 EST)

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229









LETTER OF UNDERSTANDING #4 - Role of Sous Chef

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

WHEREAS the parties wish to clarify the longstanding role of the Sous Chef in the hospitality industry.

AND WHEREAS the parties wish to respect the terms and conditions of the Collective Agreement;

NOW THEREFORE the parties agree as follows:

- The Role of the Sous Chef is being expanded by the Employer to address the emerging campus complexities, expanding operating hours and increasing demands which include:
 - Ensuring the safety of the campus food service delivery program;
 - Specifically, with respect to the presence of a significant increase in the number and severity of food allergies, sensitivities and special diets, especially those which are anaphylactic or severe in nature;
 - Working collaboratively with the chef and/or managers in the establishment of a safety culture and to perform daily assessments of the facilities and equipment.
 - Enhance program quality through improved development and training of our teams. Contributing to Queen's commitment to experiential excellence;
 - Support Chefs and managers with increasingly time sensitive administrative duties and demanding program development and implementation requirements;
 - Provide tactical direction to work teams and individuals;
 - Assess quality of existing menu and program implementation;
 - Ensure, through active workplace oversight and workflow support, the established program objectives are maintained;

-2-

- Working alongside unionized employees to train, mentor and otherwise develop members of the Hospitality Services team in meeting the program objectives as established with Queens University;
- Reviewing work methods, test alternative workflows and implement new procedures to improve work flow;
- Provide positive coaching and redirection to employees in circumstances where performance is not meeting requirements;
- Conduct first level discipline for those employees whose performance has not improved through positive coaching and redirection;
- Sous Chefs will not perform the work of the Bargaining Unit.
- The expansion of this role will not result in a reduction of hours for members of the bargaining unit.
- This procedure will be subject to all terms and conditions of the Collective Agreement including the Grievance Procedure.

This Agreement will be subject to ratification by the membership of Local 229.

This letter of understanding will remain in effect until such time as an amended Collective Agreement is reached by the parties.

DATED at Kingston, Ontario this 6th day of January, ~~2022~~ 2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

[Signature]
Marjan Mahdianpour (Jan 4, 2023 10:12 EST)

Paula Piccinelli
Paula Piccinelli (Jan 4, 2023 10:04 EST)

John Kerr
John Kerr (Jan 4, 2023 10:04 EST)

[Signature]
Steven Linnell (Jan 4, 2023 10:11 EST)

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229

[Signature]

[Signature]

Tara Nelson

James Adams - more

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING #5 - Posting of Shifts

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

We the Employer face the challenge of filling shifts after the weekly schedule has been posted. The Union and Aramark agree the most efficient way to try to fill these shifts is to post the available shifts in each location. If there are more staff available to work than shifts available, we will fill shifts on the basis of seniority provided the employees meet the qualifications and has the ability to perform the work.

DATED at Kingston, Ontario this 6th day of January, 2022-2023

SIGNED ON BEHALF OF:

ARAMARK CANADA LTD.


Karen Melandri (Jan 4, 2023 12:14 EST)

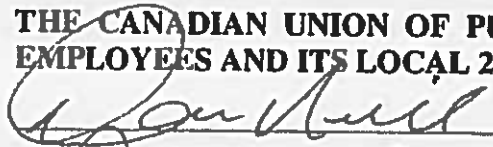
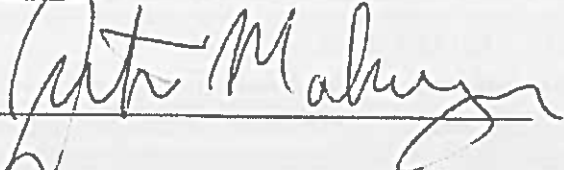
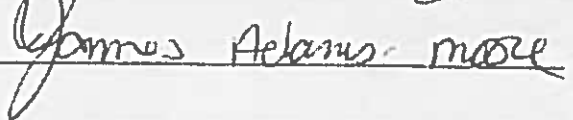

Paula Piscitelli (Jan 4, 2023 10:04 EST)

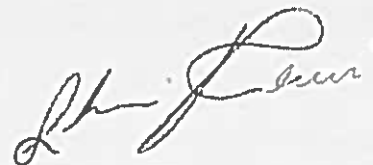

John Kerr (Jan 4, 2023 10:28 EST)


Steven L. Walsh (Jan 5, 2023 10:25 EST)

SIGNED ON BEHALF OF:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229**




more





LETTER OF UNDERSTANDING #6 – Extended Lay-off Continuation of Benefits

BETWEEN

ARAMARK CANADA LTD.


AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

The Parties agree that in the event of an extended lay-off due to unforeseen circumstances (State of Emergency, Pandemic), the Employer and Union shall meet to discuss the continuation of benefits for employees.

DATED at Kingston, Ontario this 6th day of January, 2022/2023

**SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.**


Kerah Marinoff (Jan 1, 2021 to 03/01/21)

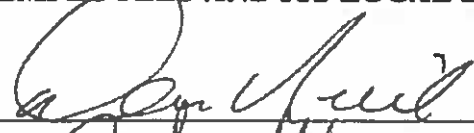
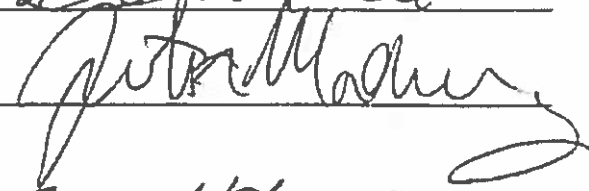

Paula Piccinelli (Jan 6, 2021 to 04/01/21)

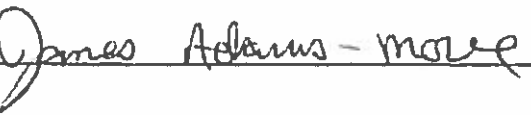

John Kerr (Jan 1, 2021 to 08/01/21)

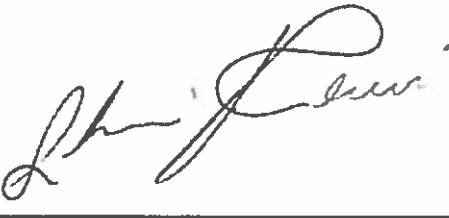

Steven Lacombe (Jan 9, 2021 to 12/31/21)

SIGNED ON BEHALF OF:

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229**



Tara Khan


James Adams - more





LETTER OF UNDERSTANDING #7 – Expedited Meal Break Process

BETWEEN

ARAMARK CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

The Employer will investigate opportunities to provide for an expediated process for employees to obtain their meals and will discuss with the union at labour/management meetings.

DATED at Kingston, Ontario this 6th day of January, 2022/2023

**SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.**


Karen Lavoie (Jan 4, 2023 10:13 EST)

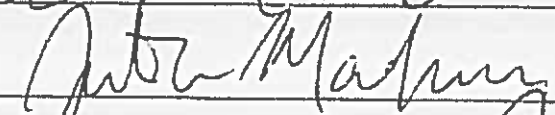

Paula Piscitelli (Jan 4, 2023 10:08 EST)

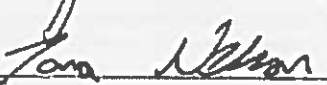

John Kerr (Jan 4, 2023 10:08 EST)


Steven Lacroix (Jan 4, 2023 10:10 EST)

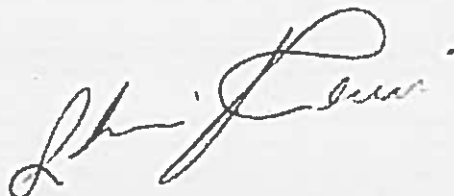
**SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229**

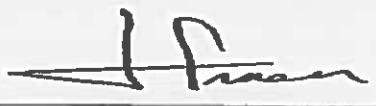












LETTER OF UNDERSTANDING #8 – Alternative Layoff Procedure

BETWEEN

ARAMARK CANADA LTD.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

WHEREAS a State of Emergency is declared and results in a loss of Food Service Opportunities at Queens Campus and limits the Employer's ability to provide normal and consistent levels of hours;

AND WHEREAS both Parties wish to respect both the Collective Agreement and the Seniority Rights of Employees while addressing the issue;

NOW THEREFORE, the Parties agree as follows:

1. The Employer is to notify the Union of impending layoffs, the location, and affected classifications as soon as is reasonably possible.
2. When requested by the Union, Articles 13.1 (a) shall be deferred until the following procedure (commonly referred to as Ask down, Order up) has been followed:
 - The option of layoff to the affected Employees will be offered to the most senior first, provided the least senior employees have the qualifications, skills, and ability to perform the work that is required.
 - Said Employee can choose to accept the layoff or remain and exercise their Seniority Rights beginning with subsection b) of the above Article or accept the layoff as per the Collective Agreement.
 - If a layoff is selected, the Employee shall receive their Record of Employment denoting the shortage of available work.
 - This process will continue through descending Seniority until the reasonably required number of layoffs have been reached.
 - If the offer process reaches the most Junior Employee and no layoffs have been requested, the layoff process will be applied normally as outlined in the above applicable Articles.

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DATED at Kingston, Ontario this 6th day of January, 2022.2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

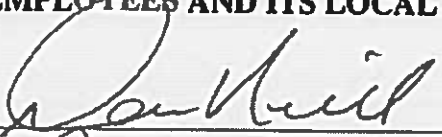

Aram Mendiratta (Jan 4, 2021 10:13 EST)

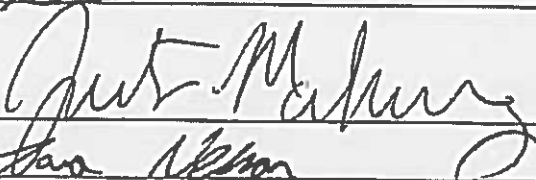

Paula Piccinelli (Jan 6, 2021 13:04 EST)

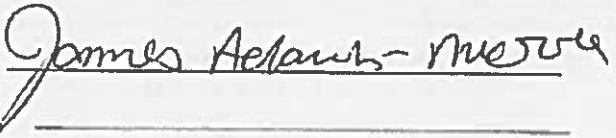

John Kerr (Jan 4, 2021 17:08 EST)

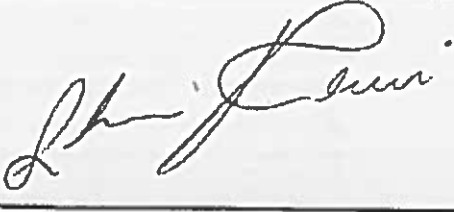

Steven Leacock (Jan 5, 2021 10:33 EST)

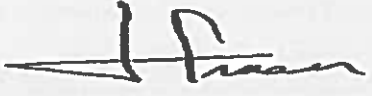
SIGNED ON BEHALF OF:
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229**











LETTER OF UNDERSTANDING #9 – Emergency Response

BETWEEN

ARAMARK CANADA LTD.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

1. The Employer agrees to schedule a JH&S Committee meeting with twenty-four (24) hours of this Letter of Understanding coming into operation. The Employer shall prepare an Emergency Plan and review it with the JHSC. The frequency of the JH&S Committee meetings shall be determined by the committee.
2. The Employer shall ensure that the JHSC is informed with all relevant information as it pertains to the state of emergency and is actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the employer shall:
 - a) provide and maintain workplaces, equipment, processes, devices and will take all reasonably necessary steps to ensure worker health and safety;

-2-

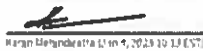
- b) inform its employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;**
 - c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;**
 - d) provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, material and devices on the job;**
 - e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;**
 - f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;**
 - g) consult with the JHSC on the development and implementation of measures and procedures to be put into effect or the health and safety of the employees;**
 - h) review in consultation with the JHSC, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and**
 - i) prepare a pandemic plan in consultation with the JHSC. The pandemic plan will not include any reasonably undue risks.**
- 3. The Employer shall develop an emergency plan which shall include but not be limited to the following items:**
- a. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;**
 - b. Redeployment strategies to avoid layoffs, if possible;**
 - c. Obligations and entitlements of employees when/if working from outside of the office, eg. working from home, if applicable;**
 - d. Accommodation required for employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family responsibilities;**
 - e. Continuation of all employees' service, seniority, during the period this Letter of Understanding is in effect;**
 - f. Ensuring that at any break in service as a result of the state of emergency as defined above, is deemed to be an authorized leave for the RRSP buy back and if the employee elects to purchase their portion, the employer will match.**

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4. The Employer agrees to consider applying for any and all government subsidy programs available, including but not limited to a supplemental unemployment benefit (SUB) and if the Employer decides not to apply, it will review those reasons with the Union.
5. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
6. The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
7. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.
8. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

DATED at Kingston, Ontario this 6th day of January, 2022/2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

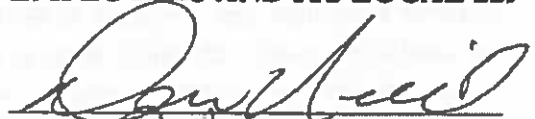
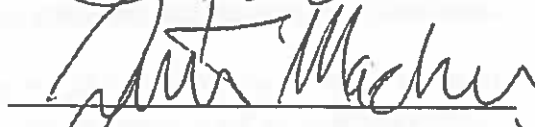


Haran Mahendratna (Jan 4, 2023 10:13 EST)


Paula Piscitelli (Jan 6, 2023 12:04 PST)


John Kerr (Jan 4, 2023 10:29 EST)


Steven Leisner (Jan 5, 2023 10:33 EST)

SIGNED ON BEHALF OF:
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229**







LETTER OF UNDERSTANDING #10 - COVID-19 - Vaccinations

BETWEEN

ARAMARK CANADA LTD.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

The parties agree that COVID-19 vaccinations may be beneficial for employees.

Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, or Client requirements or Aramark policies the following rules will apply:

- a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision due to personal choice, they will be reassigned unless reassignment is not possible, in which case they will be placed on an unpaid leave for three (3) months. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees. At the conclusion of the three (3) months leave, should the employee continue to refuse to be vaccinated, the employee's status will be reassessed and discussed with the Union.
- c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, or for a bona fide religious reason, and where a medical certificate or certificate from a clergy is provided to this effect, they will be reassigned unless reassignment is not possible, in which case the employee will be placed on unpaid leave until it is safe to return to the workplace. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

If the full cost of the vaccine is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. If scheduling does not permit this, the employee will be paid her regular salary to travel and receive the vaccination.

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- d) This article shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- e) Once vaccinations have occurred, the employer agrees to continue all reasonable safety and infection protocols, to ensure employee safety as it related to COVID-19.

DATED at Kingston, Ontario this 6th day of January, ~~2022~~ 2023

SIGNED ON BEHALF OF:
ARAMARK CANADA LTD.

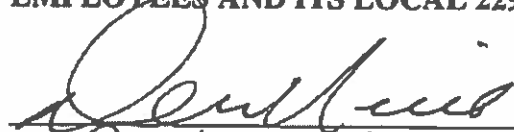

Karan Mehrotra (Jan 4, 2023 10:13 EST)


Paula Piccitelli (Jan 6, 2023 10:04 EST)


John Kerr (Jan 4, 2023 09:08 EST)



Steven Lacroix (Jan 5, 2023 10:31 EST)

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229













JF/cl:cope491/Oct 3, 2022

