Collective Agreement

- between -

CUPE | Canadian Union of Public Employees

Local 2348

- and -

aramark

Aramark Canada Ltd.
(at Lions Housing Centres)

Term of Agreement:
April 1, 2024 to March 31, 2027

Table of Contents

PREAMBLE

Now therefore the following terms and conditions are agreed to:

ARTICLE 1 - SCOPE OF RECOGNITION

101 **Aramark recognizes the Union as the sole and exclusive collective bargaining agent for food services employees at Lions Housing Centres located at 320 Sherbrook Winnipeg, MB R3B 2W6, save and except working supervisors, chefs, office, and clerical staff, and those above the rank of working supervisor.**

102 The Employer reserves the right to utilize students, volunteers and apprentices who shall be excluded from the bargaining unit, to do bargaining unit work provided that no bargaining unit member shall be displaced or have her/his hours reduced. If the events as described above do occur the Employer agrees to consult with the Union.

103 The term “Employer” shall mean Aramark Canada Ltd. in Winnipeg, Manitoba.

104 The term “Union” shall mean the Canadian Union of Public Employees, Local 2348.

ARTICLE 2 - DURATION

201 (a) This Agreement shall be in full force and effect from April 1, **2024** to March 31, **2027.**

(b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

(c) The Union agrees to give the Employer at least (1) week’s (7) days written notice as to the intended time and date of the strike action.

(d) The Employer agrees to give the Union at least (1) week’s (7) days written notice as to the intended time and date of lockout.

202 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

203 This Agreement may be amended during its term by mutual agreement.

204 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

205 All retroactive wage and benefit adjustments shall be made payable within sixty (60) days of the date of signing of this Agreement by both parties. Retro payments shall be applicable to employees currently employed as of date of ratification.

206 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

301 The Union recognizes and acknowledges the right of the Employer to operate and manage its business in all respects, and to make, enforce and alter from time to time, reasonable rules, regulations, policies and practices to be observed by employees. The Employer agrees that it will not exercise its rights in a manner inconsistent with the terms and conditions of this Agreement. The Employer agrees to provide the Union and the employees with fourteen (14) calendar days' notice of any new rule or changes to an existing rule prior to its implementation.

302 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. Management, therefore, retains all rights not otherwise specifically covered by this Agreement.

303 In administering the Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the terms of the Agreement as a whole.

304 The Union agrees to carry out its obligations to the Employer under this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

305 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 4 - UNION DUES - SECURITY

401 The Employer agrees to deduct the amount of monthly dues as determined by the Union from the salaries of each and every employee covered by this Agreement.

402 The deductions shall be made from the first payroll of each month or in the case of a percentage dues structure, every payday, and shall be forwarded to the CUPE National Offices within three (3) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions.

403 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

404 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

405 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

ARTICLE 5 - UNION REPRESENTATION

501 The Union agrees to provide to the Employer a current list of officers and authorized representatives when a change has occurred and/or when requested.

502 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement.

503 Three (3) employees shall be given a leave of absence without loss of regular pay to attend collective bargaining negotiations between the Employer and the Union if negotiations are scheduled within regular work hours. It is agreed that the Union shall reimburse the Employer for such wages and benefits for two (2) of the three (3) employees.

504 After notifying Aramark Management or her/his designate, the Union Representative will be allowed access to the workplace and the employees at reasonable times provided there is no interference with services and prior approval is granted by management, such approval not to be unreasonably withheld. Where practicable, all such access shall be conducted during off duty hours.

505 The President or designate of the Local Union shall be granted up to fifteen (15) minutes at a mutually convenient time in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.

506 All correspondence arising out of this Agreement shall pass to and from Aramark Management or designate and the Local Union President or designate of the Union.

ARTICLE 6 - NON-DISCRIMINATION

601 The Employer and the Union jointly affirm that every employee is entitled to a respectful and safe workplace which is free from discrimination and harassment as defined under *The* Manitoba *Human Rights Code* and *Workplace Safety and Health Act.*

It is agreed that there shall be no discrimination, restriction, or coercion exercised or practiced by the Employer or the Union with respect to any employee based on:

- ancestry including colour and perceived race
- ethnic background
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy

- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- gender identity

contrary to the Manitoba *Human Rights Code* nor by reason of her or his membership or non-membership in the Union or for participation or non-participation in lawful activities of the Union.

602 The Employer and the Union agree that no form of harassment as defined under *The* Manitoba *Human Rights Code* and *Workplace Safety and Health Act* shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving such harassment shall be treated in a confidential manner by both the Employer and the Union.

ARTICLE 7 - DEFINITIONS

701 An employee is a person employed by the Employer and covered by this Agreement.

702 A "full-time" employee is one who regularly works the hours specified in Article **17**01.

703 A "part-time" employee is one who is regularly scheduled and works less than full-time hours as specified in Article **17**01, but not less than two (2) shifts biweekly totalling a minimum of fifteen (15) hours.

704 A term employee is one who is hired for a specific period or until completion of a particular project. A term employee will be required to complete the term prior to becoming eligible to begin another term position within the bargaining unit. Term employees shall be eligible to apply for full and part-time permanent positions at any time during the term.

705 A "probationary" employee is a newly hired full-time or part-time employee who has not completed five (5) calendar months of work from the date of hire. This period may be extended if the Employer so requests.

706 The words "casual employee" shall mean a person who replaces an absent employee or supplements full-time employee coverage as required from time to time. The use of casual employees shall not prevent full-time

employees from obtaining full-time hours as specified in Article **17**01. The terms of this Agreement shall not apply to such casual employees, except as specified in Article **29** "Casual Employees".

707 A "seasonal employee" shall mean a person hired by the Employer to work between May 1st to September 15th each year, mainly for the purpose of vacation relief. Seasonal employees shall not accrue seniority, and shall be considered as casual employees for all purposes.

708 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

709 For every **five (5)** shifts worked post orientation, the employee shall receive one (1) day of owed orientation pay. Orientation includes mentoring or "buddy shifts".

ARTICLE 8 - BULLETIN BOARDS

801 Bulletin board space for the use of the Union will be provided by the Employer. All material, with the exception of general membership or special meetings, placed on the bulletin board will be signed and dated by Aramark Management or designate. The Union is responsible to ensure the bulletin boards are kept tidy.

ARTICLE 9 - GRIEVANCE PROCEDURE

901 A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of the Agreement. Any employee, the Union, or the Employer may present a grievance.

902 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

903 For the purpose of processing grievances, Union Representatives shall schedule their meetings with the Employer outside of working hours. In cases of an emergency, the National Servicing Representative can represent the employee.

904 Discussion Stage

Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with her/his immediate supervisor, who is outside of the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance discussion must be held within fourteen (14) calendar days of return to work.

905 Step 1

If the grievance is submitted but not resolved within the foregoing time period, the grievor and the union representative may, within the ensuing fourteen (14) calendar days, submit the grievance in writing to the appropriate Department Head or designate who is outside the bargaining unit, stating all allegations and remedies sought.

906 Step 2

Failing settlement of the grievance at Step 1, the Union may submit the grievance in writing to Aramark Management or designate within fourteen (14) calendar days of submission at Step 1. The Aramark Management or designate shall render a decision in writing within fourteen (14) calendar days of receipt of the grievance.

907 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to Aramark Management or designate at Step 2.

908 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employee may submit the grievance directly to Aramark Management or designate.

909 An employee may choose to be accompanied by a local union representative at any stage of the grievance procedure.

910 If the respondent to the grievance fails to respond within the time limits for responding, the response shall be deemed to be a rejection of the grievance.

911 The time limits in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 10 - ARBITRATION

1001 Within fourteen (14) calendar days after receiving Aramark Management's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing. Failure to refer within fourteen (14) calendar days shall result in the grievance being deemed abandoned.

1002 The parties shall agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration. In the event of a failure to agree upon a sole arbitrator, the Minister of Growth, Enterprise and Trade may be requested to appoint an arbitrator.

1003 The Arbitrator/Arbitration Board shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

1004 The findings and decision of the Arbitrator/Arbitration Board, on all arbitrable questions, shall be binding and enforceable on all parties involved.

1005 The parties, by mutual consent, may refer any matter to a three (3) member arbitration board.

1006 The Arbitrator/Arbitration Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitrator/Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

1007 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Arbitrator/ Arbitration Board, either party may apply to the Arbitrator/Arbitration Board to reconvene. Within five (5) calendar days the Arbitrator/Arbitration Board shall reconvene to clarify the decision.

1008 Expenses of the Arbitrator/Arbitration Board shall be borne as follows:

(a) Where a sole arbitrator is appointed, each party shall pay one-half (½) of the fees and expenses of the arbitrator;

(b) Where a three (3) member board is appointed, each party shall pay one-half (½) of the fees and expenses of the Chairperson and all the fees and expenses of the arbitrator the party appoints.

1009 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1010 The time limits in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 - SENIORITY

1101 Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer as a full-time or part-time employee.

1102 Probationary employees may be terminated or laid off without reference to seniority and without just cause or notice or pay in lieu of notice. The dismissal of a probationary employee shall be deemed to be for just cause.

1103 Seniority and employment will terminate if an employee:

(a) resigns;

(b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

(c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer, not in excess of two (2) weeks, or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate presented in a timely manner;

(d) is laid off for more than twelve (12) months;

(e) fails to report for work as scheduled at the end of a leave of absence, suspension, or scheduled vacation without satisfactory explanation to the Employer;

(f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position;

(g) fails to report to work for a scheduled shift without a satisfactory explanation.

1104 The Employer shall keep a seniority list showing date of hire for each full- and part-time employee in the bargaining unit and shall present a copy to the Union upon written request.

1105 If a full-time employee is absent from work due to a workplace accident, she shall continue to accumulate seniority based on hours she would have otherwise worked subject to providing a medical certificate from a duly qualified medical practitioner.

1106 Seniority will continue to accrue if an employee:

(a) is on any period of paid leave of absence;

(b) is on any period of paid income protection;

(c) is on any period of paid vacation;

(d) is on any period of approved unpaid leave of absence up to four (4) consecutive weeks;

(e) is on any period of full Workers' Compensation benefits up to a maximum of twelve (12) months;

(f) is on approved maternity and/or parental/adoption leave.

1107 Seniority will be retained but will not accrue if an employee:

(a) is on approved unpaid leave of absence in excess of four (4) consecutive weeks up to a maximum of twelve (12) months, unless otherwise mutually agreed to by the Employer and the employee;

(b) is laid off for less than twelve (12) months;

(c) is on the trial period of an out-of-scope position;

(d) is on full Workers' Compensation in receipt of total and permanent disability benefits in excess of twelve (12) months.

1108 Seniority will terminate when an employee has completed the trial period of an out-of-scope position and remains out-of-scope.

ARTICLE 12 - INCOME PROTECTION IN CASE OF PERSONAL ILLNESS

1201 An employee who is absent from scheduled work due to personal illness, disability, quarantine or because of an accident for which compensation is not payable under *The Workers' Compensation Act*, or by the Manitoba Public Insurance Corporation (MPI), or due to illness of the employee's spouse, child or parent (and who resides with the employee and where the employee is required to care for such person), shall be entitled to her/his regular pay to the extent that the employee has accumulated income protection credits. Income protection benefits will be paid upon receipt of the medical certificate, if one is requested by the Employer.

1202 In the case of medical or dental examinations or treatment, the employee shall make every reasonable effort to schedule examinations, treatments, and/or appointments outside of their scheduled working hours. However, in the case where this is not possible and, with prior approval, the employee will be allowed time off with pay to attend such appointments to the extent that the employee has accumulated income protection credits. Such time shall be deducted from income protection credits accumulated to that date.

1203 An employee who is unable to report for work for the reasons outlined in **12**01 shall inform her/his supervisor at least **two (2) hours** prior to the commencement of the day shift and five (5) hours for evening and night shifts. An employee who fails, without valid reason, to give notice as specified will not be entitled to receive income protection benefits for the shift in question and may be subject to discipline.

1204 An employee who will be absent under the conditions outlined in Article **12**02 must give a reasonable period of notice to her/his department manager prior to the starting time of her/his shift. Reasonable notice for prescheduled medical or dental examination or treatment will be **fourteen (14)** days. An employee undergoing elective surgery must give fourteen (14) days' notice, when possible, except in cases of emergency. An employee must give as much notice as reasonably possible for specialist appointments. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

1205 An employee returning to work following an absence of one (1) week or more shall inform the Employer forty-eight (48) hours prior to returning to work.

1206 Employees shall accumulate income protection credits at the rate of one and one quarter (1 1/4) days per month. Income protection for all employees shall be capped at one thousand, five hundred (1,500) hours. Three (3) days of income protection credits may be used during the calendar year for family illness.

It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period. The parties agree that income protection credits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits.

1207 Employees shall not be entitled to utilize income protection for shifts outside their regularly scheduled EFT, e.g., call-ins, pick-ups and shift exchanges.

1208 Any paid sick days will not count towards hours worked when considering daily or weekly overtime.

1209 Income protection credits will accumulate on the same basis as seniority is accrued under Article **11**01.

1210 An employee shall accumulate but will not be entitled to the paid income protection benefits for any sickness during the probationary period.

1211 The Employer reserves the right to require a certificate from a duly qualified medical practitioner as proof of her/his fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuse of income protection as proof of illness in regard to any claim of income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Employer may require the employee to be examined by a duly qualified medical practitioner chosen by the Employer at the Employer's expense.

1212 Where an employee has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shift scheduled to cover the anticipated absence without additional cost.

1213 Income Protection and Workers' Compensation

An employee who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board.

1214 Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Employer requesting an advance subject to the following conditions:

(a) Advance payment(s) shall not exceed her/his basic salary, less her/his usual income tax deductions, Canada Pension Plan contributions and EI contributions.

(b) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of her/his accumulated income protection credits.

(c) The employee shall reimburse the Employer by assigning, prior to any advance being made, sufficient WCB payments to be paid directly to the Employer to offset the total amount of the advance. If the employee is not in receipt of WCB benefits or such benefits are insufficient to cover such advance, the employee shall assign vacation pay and/or other payments owed to her.

(d) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

(e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS

1301 With respect to any new positions or any vacancies, notice of such positions or vacancies shall be posted in places accessible to all employees for a period of ten (10) calendar days. Positions or vacancies may be posted externally with no waiting period, with the understanding that internal applicants will be given preference. Such postings shall state the required qualifications, current or anticipated shift, hours of work and wage rate. Employees shall make application for all such positions in writing. It is understood and agreed that the Management will notify the Union President or her/his designate, within fourteen (14) calendar days, in writing, of the successful applicant filling the new position or vacancy. The name of the successful applicant shall also be posted in a place accessible to all employees.

1302 Seniority, as it relates to vacancy selection, shall be based upon:

(a) Seniority among applicants where the vacancy occurs, failing that:

(b) Seniority of the other applicants within the bargaining unit.

1303 Vacancies and new positions shall be filled on the basis of qualifications, ability, reliability, and a good employment record. Where competing candidates' qualifications, ability, reliability, and good employment record are relatively equal, seniority shall be the determining factor.

1304 Employees shall not be eligible to apply for transfer during their trial period except where the transfer is to a higher EFT or higher paid position in which case the trial period would start again.

1305 (a) All promotions and voluntary transfers are subject to a **three (3)** month trial period.

(b) Conditional upon satisfactory performance, in the opinion of the Employer, the employee shall be declared permanent in the position after the trial period.

(c) During the trial period, if the applicant proves to be unsatisfactory in the new position, in the opinion of the Employer, or if the employee wishes to revert voluntarily to her/his former position, the employee shall be returned to her/his former position without loss of seniority.

1306 When an employee is promoted, her/his new and future salary will be determined as follows:

(a) The new hourly rate shall be the start rate of her/his new job title or current rate, whichever is greater.

(b) Subsequent increments, if any, shall be due upon the completion of 1,950 hours.

1307 If an employee voluntarily transfers to a lower or equally paid classification, the employee shall be paid at the same increment level in the new classification.

1308 The Employer shall within fifteen (15) days, notify the Union of its intention to delete or otherwise make changes to a vacant position.

1309 After a written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment in their current role at the facility.

ARTICLE 14 - ANNUAL VACATION

1401 The employee shall have the right to indicate which day of the week his/her vacation begins. The vacation year shall be from the 1st day of **January to the 31st day of December**.

1402 Upon regularization, an employee who has completed less than one (1) year of continuous employment as of the cut-off date indicated in **14**01 will be granted vacation on a percentage of hours worked.

1403 Annual vacation shall be earned at the rate of:

(a) two (2) weeks per year commencing in the 1st year of employment;

(b) three (3) weeks per year after completion of four (4) years of employment;

(c) four (4) weeks per year after completion of ten (10) years of employment;

(d) five (5) weeks working days per year after completion of fifteen (15) years of employment;

(e) six (6) weeks per year after completion of twenty-five (25) years of employment.

1404 Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance.

1405 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

Ten (10) days per year	4% of regular pay
Fifteen (15) days per year	6% of regular pay
Twenty (20) days per year	8% of regular pay
Twenty-five (25) days per year	10% of regular pay
Thirty (30) days per year	12% of regular pay

1406 The Employer will post a projected vacation calendar not later than March 1st of each year. Employees shall indicate their preferences as to dates by March 21st. An employee who fails to indicate her/his choice of vacation within the above dates shall not have preference in the choice of vacation time, where other employees have indicated their preference.

If there is a conflict between employees' preferences in choices of vacation time, seniority shall be the determining factor.

There shall be no more than two (2) Dietary Aides at any given time on vacation.

1407 The Employer will post an approved vacation schedule no later than April 15th of each year.

The Employer will give due consideration to operational requirements, employee preference and individual circumstances, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

1408 An employee requested to report to work on a scheduled day of vacation shall be paid overtime rates for all hours worked and that vacation day will be rescheduled. An employee who volunteers to work on a vacation day shall be paid straight time.

1409 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

1410 Any trading of scheduled vacation periods must be approved by all other affected employees and submitted in writing to the Employer for approval.

1411 In the event that an employee is hospitalized during her/his vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible.

In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

Where an employee is subpoenaed for jury duty during her/his period of vacation, or leave of absence due to WCB or MPI, there shall be no deduction from vacation credits and the period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date. The employee is required to show the original summons or subpoena to her/his Manager.

1412 Upon written request, an employee may be permitted to retain up to one (1) week [five (5) days] of her/his regular vacation for the purpose of taking such time off for personal reasons, such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. The number of days will be based on the employee's EFT.

1413 Any employee planning on taking maternity/parental leave must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parental Leave is forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds forty-eight (48) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which Employment Insurance (EI) benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave (next year's vacation) will be retained and will be available to be taken in the following vacation year.

1414 An employee who transfers to another position, after her vacation request has been approved, shall have her vacation scheduled by the Manager in consultation with the employee within the available time periods remaining during the vacation year.

1415 In the event of an employee's death, the value of the employee's accumulated vacation credits shall be forwarded to her/his estate.

141**6** Vacation time will not normally be scheduled in the period between December 15 and January 5; however, this does not preclude an application for leave during this period. The Employer agrees not to use this clause in an unfair and unreasonable manner.

ARTICLE 15 - GENERAL HOLIDAYS

1501 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day (January 1st)	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day (December 25th)
Canada Day (July 1st)	Boxing Day
August Civic Holiday	

and any other day proclaimed as a holiday by Provincial authorities.

1502 If a general holiday falls on a regular work day of an employee and the employee is not required to work, she will be paid her/his basic rate of pay for all hours the employee would have worked had the day not been a holiday.

1503 A full-time employee who is required to work on a general holiday will be paid at the rate of two and two-half (2.5) times their basic rate of pay for all hours worked.

All employees receive general holiday pay unless:

(a) They are scheduled to work on a general holiday, but are absent without the Employer's permission;

(b) They are absent without the Employer's permission from their last scheduled work day before the holiday or their first scheduled work day after the holiday.

1504 If a general holiday falls on a regular day off of a full-time employee or during her/his annual vacation, the employee shall be granted an alternate day off with pay to be taken at a time mutually agreed upon by the Employer and the employee. When mutually agreed, employees may bank up to four (4) days to be taken at a mutually agreeable time.

1505 The Employer agrees to distribute time off as equitably as reasonably practicable over Christmas and New Year's.

1506 Where the wages of an employee vary from day to day, her/his pay for a General Holiday on which she has not worked shall be at least equivalent to her/his average daily earnings exclusive of overtime for the days on which she worked during the thirty (30) calendar days immediately preceding the General Holiday.

1507 Notwithstanding any other provision of the Collective Agreement, all days off in lieu of a general holiday must be taken by March 31st of each year unless otherwise agreed to by the Employer and employee.

1508 If a general holiday falls on a day on which an employee is receiving income protection benefits, she/he shall be paid for the holiday and such pay shall not be deducted from income protection credits.

1509 An employee scheduled to work overtime on a general holiday will be paid at a rate of two and one-half (2.5) times their basic rate of pay for all overtime hours worked.

ARTICLE 16 - LEAVES OF ABSENCE

1601 Except in cases of emergency, employees wishing to obtain any leave of absence shall present such requests in writing to their Manager/ Supervisor at least four (4) weeks in advance of the requested leave. Such requests shall include start and end date as well as reason for leave.

The Manager/Supervisor, through Aramark Management, may give authorization for leaves of absence which they deem to be for good and sufficient reason, such authorization shall not be unreasonably withheld. The employee shall receive in writing, a response to the application at least two (2) weeks prior to the intended leave of absence. Depending upon the circumstances and the Leave of Absence Policy of Aramark, which may change from time to time, such leave will be granted with or without pay.

If an employee does not return to work after the end date as initially agreed to and makes no reasonable effort to contact the Employer, or does not provide the Employer with a satisfactory reason as to why they did not return, it will be considered job abandonment.

1602 An employee who is granted a leave of absence will be returned to her/his former or a similar position, if available, upon her/his return at her/his same salary level.

1603 Maternity Leave

A female employee who has completed seven (7) months of employment with the Employer, shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the

Employer after the birth and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave. The decision to take parental leave must be made prior to the start of maternity leave.

In cases of complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

1604 Parental Leave

(a) Entitlements

Every employee

(i) who,

(A) in the case of a female employee, becomes the natural mother of a child,

(B) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(C) adopts a child under the law of a province; and

(ii) who has completed seven (7) consecutive months of employment; and

(iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave without pay from the Employer, consisting of a continuous period of up to thirty-seven (37) weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(c) Late Application for Parental Leave

When an application for parental leave under Sub-Article (a) above is not made in accordance with Sub-Article (iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

1605 An employee wishing to return to work after maternity and/or parental leave shall notify the Employer in writing at least four (4) weeks in advance of his or her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

1606 Compassionate Care Leave

Employees shall be entitled to compassionate care leave in accordance with *The Employment Standards Code*.

1607 Bereavement Leave

The Employer at its discretion may grant bereavement leave with or without pay for part or all of such an absence.

Approval for bereavement leave must be obtained through the employee's Manager/Supervisor.

(a) Subject to **16**07 (e), employees shall receive five (5) consecutive calendar days with pay, commencing on the date of death and one of which shall be the date of the funeral, for the death of a spouse, common law spouse, child, stepchild, parent, brother, sister, including in-laws, or former legal guardian. One (1) day bereavement leave may be retained at the employee's request for use in the case where the funeral/memorial service, interment or cremation is at a later date. The employee shall personally attend the funeral/memorial/internment/cremation to be eligible for payment.

(b) Subject to **16**07 (e), employees shall receive three (3) consecutive calendar days with pay, commencing on the date of death and one (1) of which shall be the date of the funeral, for the death of a grandparent. One (1) day bereavement leave may be retained at the employee's request for use in the case of where the funeral/memorial service, interment or cremation is at a later date. The employee shall personally attend the funeral/memorial/ internment/cremation to be eligible for payment.

(c) Subject to **16**07 (e), employees shall receive one (1) day with pay to attend the funeral of aunts, uncles, nieces and nephews, any minor foster child who is currently in the employee's care, or grandparent-in-law.

(d) Any further paid or unpaid leave would be at the discretion of the employee's Manager/Supervisor.

(e) Bereavement leave will not be granted when an employee was not scheduled to be on duty (e.g., days off, vacation, statutory holidays and sick leave).

(f) Probationary employees shall be entitled to unpaid bereavement leave.

1608 <u>Jury Duty Leave</u>

An employee who is served notice to appear as a witness or for jury duty will, upon submission of proof of attendance, be paid the difference between the court allowance if applicable, and their regular salary.

1609 <u>Citizenship Leave</u>

Employees shall be allowed a half (0.5) day off work with pay to attend citizenship court to become a Canadian citizen.

1610 Union Leave

Upon at least two (2) weeks (or more if reasonably possible) prior written request to the Employer, employees elected or appointed to represent the Union at a convention or other Union function, shall be granted necessary leave of absence without pay, subject to operational requirements and provided that not more than two (2) employees from the same shift are absent at the same time, unless mutually agreed by the Employer and employee. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs by the Employer from the Union.

1611 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her/his term of office.

1612 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her/his employment qualifications. Such leave shall be limited to the time required to actually write the examination.

1613 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during her/his term of office. Such employee may receive her/his pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

1614 Subject to Plan requirements employees granted leave of absence without pay may make prepayments to maintain coverage under the benefit programs.

1615 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her/his employment at the Facility.

ARTICLE 17 - HOURS OF WORK

1701 Normal hours of work for all full-time employees will be seven point five (7.5) hours per day excluding meal periods and including rest periods.

1702 The meal period will be scheduled by the Employer and will not be less than one-half (0.5) hour.

1703 Employees working a shift of four (4) consecutive hours shall be entitled to one paid rest period of fifteen (15) minutes; a shift of five (5) consecutive hours one unpaid meal break of thirty (30) minutes; a shift of six (6) consecutive hours one paid rest period of fifteen (15) minutes and one unpaid meal period of thirty (30) minutes; a shift of seven point five (7.5) consecutive hours two paid rest periods of fifteen (15) minutes and one unpaid meal period of thirty (30) minutes.

1704 Shift schedules for each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee. Where possible a **two (2)** week master schedule will be posted.

1705 Where possible, the Employer will establish consistent hours of work for permanent full-time employees and give reasonable advance notice of changes in shift schedules.

1706 Employees wishing to request specific days off must submit their requests in writing to their Manager/Supervisor two (2) weeks in advance of the requested day off. These requests may be granted at the discretion of the Manager/Supervisor.

1707 No employee shall work more than six (6) consecutive days (less if reasonably possible), except by mutual agreement between the employee and the Employer.

1708 Permanent full-time employees shall be granted as great a number of weekends off as is reasonably practicable unless otherwise agreed to between the Employer and the employee and notice given to the Union.

1709 Shifts shall not be scheduled for periods of less than three (3) hours in duration. An employee called into work shall be guaranteed at least three (3) hours pay.

1710 Requests for shift exchanges in posted shifts shall be submitted in writing to their Manager/Supervisor two (2) weeks prior to the shift date, co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head and shall not result in overtime costs to the facility. The parties agree that shifts shall be consistent where possible.

1711 Part-time employees who indicate in writing to the Employer that they wish to work additional shifts shall be offered such work when available, provided they have the qualifications, proper training, and abilities required for the shift. Such additional shifts shall be offered in seniority order amongst those qualified employees who have requested additional shifts as follows:

(a) first among those employees within the department (maintenance, housekeeping, dietary, supportive housing); and then

(b) among those employees with the remainder of the Employer's facility.

It is understood that additional shifts shall be offered only to the extent that they will not cause overtime costs to the Employer.

The Employer reserves the right to limit and/or deny the pick-up of additional shifts when an employee is placed on the Attendance Management Program due to excessive sick time or lateness.

1712 (a) Where a part-time employee is unable to work all or part of any additional casual hours, for any reason, payment shall be made only in respect of hours actually worked.

(b) Additional casual hours worked by a part-time employee shall be included in the determination of seniority.

(c) Additional casual hours worked by a part-time employee shall be included when determining an employee's earned vacation, accumulated income protection credits, and General Holiday pay in accordance with Article 1**5**.

ARTICLE 18 - OVERTIME

1801 Overtime shall be authorized time worked in excess of eight (8) hours per day or eighty (80) hours biweekly, such time to have been authorized in such manner and by such person as may be authorized by the Employer.

1802 Employee shall receive one and a half (1.5) times their basic rate of pay for authorized overtime.

1803 By mutual agreement between the employee and the Employer, the employee may be compensated for overtime by granting one and a half (1.5) hours time off for each hour of overtime worked.

1804 For the purposes of computing overtime hours, the hours an employee would have worked on a general holiday had the day not been a general holiday, shall be included as hours worked during that week.

1805 An employee shall not have their regular hours of work reduced to equalize any overtime worked.

1806 Shifts worked when time switches from Central Standard to Daylight Savings Time and *vice versa*, shall be paid at straight time rates for actual hours worked.

1807 When overtime is required, it shall be offered to the most senior qualified volunteer employee(s) on duty, and when there are no volunteer employee(s) on duty, the shift will be assigned to the on duty qualified employee with the least seniority.

1808 The Employer will make all reasonable effort to avoid overtime, but by the nature of its operations, it will be required from time to time.

ARTICLE 19 - SALARIES AND INCREMENTS

1901 Employees shall be paid in accordance with Schedule “A” attached to and forming part of this Agreement. The Employer may in its sole discretion place new employees at an increment level higher than start rate in recognition of the employee’s experience and qualifications.

1902 (a) Employees shall be paid every two (2) weeks.

(b) If an employee covered by this agreement has not received wages in any one (1) pay period resulting in a shortfall of **at least one hundred dollars ($100)**, such pay will be provided within three (3) business days, upon request from the employee.

(c) Where a wage overpayment error has been made in good faith, the Employer shall be entitled to recover any such overpayment from future wages. Once the error is discovered, notice and a detailed breakdown of the error will be given by the Employer to the affected employee, and the Union as soon as practicable.

(d) In the event the employee retires from or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

(e) In the event the employee does not have sufficient wages owing to satisfy the repayment of such overpayment, the Employer shall have the right to proceed as it determines necessary to recover the overpayment owing plus any costs incurred in such recovery.

1903 Salary increments for employees who have their increments due as defined in Schedule “A” will be effective on the first day of the next pay period. When an unpaid leave of absence in excess of four (4) weeks is granted, the increment for the employees shall move forward in direct relation to the length of the leave.

1904 In the event an employee is temporarily assigned to a position paying a lower rate, her/his rate shall not be reduced.

ARTICLE 20 - NOTICE OF LAYOFF/RECALL

2001 The Employer shall give employees, for layoffs of less than eight (8) weeks: two (2) weeks’ notice or pay in lieu of and in layoffs over eight (8) weeks: four (4) weeks’ notice or pay in lieu thereof.

2002 In the event of a layoff and recall the Employer will give preference to those who have seniority and, in the opinion of the Employer, have the qualifications, ability and reliability to perform the requirements of the job.

2003 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications, ability and reliability sufficient to perform the required duties.

2004 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff. The employee shall advise the Employer of any change in contact information.

2005 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

2006 The right of a person who has been laid off to be recalled under this Agreement will be forfeited and employment shall be deemed terminated, if the person did not communicate with the Employer as specified in **20**04.

2007 <u>Reduction of Hours</u>

In the event that an employee has her/his hours of work reduced, the employee shall be given: for a reduction in hours lasting less than eight (8) weeks: two (2) weeks' notice or pay in lieu of and in a reduction of hours lasting over eight (8) weeks: four (4) weeks' notice or pay in lieu and a copy of such notice shall be forwarded to the Union.

ARTICLE 21 - NOTICE OF TERMINATIONS

2101 An employee may terminate her/his employment with the Employer by giving two (2) weeks written notice, exclusive of vacation.

2102 Employment may be terminated with lesser notice:

(a) by mutual agreement between the Employer and the employee, or

(b) during the probationary period of a new employee without recourse to the grievance procedure.

2103 At the end of the pay cycle in which the employee has worked and was terminated in, the Employer will make available all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 22 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES

2201 Subject to **11**02, an employee may be discharged or suspended for just cause only. Such employee shall be advised promptly in writing of the reason for her/his dismissal or suspension, with a copy being sent to the Union Representative.

2202 Representation

(a) When a Shop Steward, or in the absence of a Shop Steward, a Union Representative, or when no Shop Steward or Union Representative is available, another employee in the bargaining unit, shall be present when a member of the bargaining unit:

(i) is given a reprimand which is to be entered on the employee's personnel file;

(ii) is suspended or discharged.

(b) Absence of a Union Representative and/or another employee shall not invalidate the discipline.

(c) Where practicable, the Union shall be afforded a reasonable time frame to meet with the employee beforehand.

(d) A copy of the discipline shall be provided at the meeting to the Union Representative and forwarded to the President.

2203 An employee who feels that she/he has been unjustly dismissed from employment shall be entitled to submit a grievance in accordance with Article **9**.

2204 The Employer agrees that any employee has the right to inspect her/his personnel file with Management and with the permission of the employee a Union representative present. Requests shall be made in writing.

In the event of a Step 2 grievance having been filed, with the employee's written permission given to the Employer, the President of the Local, or designate, shall be allowed to pick up a sealed copy of the employee's personnel file and will pay for the costs related to the copied personnel file.

2205 The Employer agrees that there shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 23 - COMMITTEES

2301 The Labour Management Relations Committee shall comprise an equal number of representatives, one from each department, from the Union and the Employer. There shall be no more than **two (2)** representatives from the Union. In addition, the National Representative of the Union or the Provincial Regional Director may attend, provided each party gives reasonable notice of such attendance to the other. The Labour Management Committee shall meet quarterly unless it is mutually agreed by both parties not to meet. Agenda items shall be submitted to the Employer's executive office for inclusion on the agenda which shall be circulated forty-eight (48) hours before the meeting.

2302 A Safety Committee has been established by the Employer as per *The Workplace Safety and Health Act*. Two (2) members of the bargaining unit shall be on the committee.

ARTICLE 24 - TECHNOLOGICAL CHANGE

2401 The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

2402 The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Union shall cooperate in this adjustment process including encouraging re-training where necessary.

2403 Sections **24**01 and **24**02 are intended to assist employees affected by any technological change and, accordingly, *The Labour Relations Act* (Technological Change, Sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

ARTICLE 25 - CHANGES IN CLASSIFICATION

2501 In the event that the Employer establishes a new classification within the bargaining unit, the Employer shall provide the Union a copy of the job description and accompanying wage rates.

2502 Unless the Union objects in writing within thirty (30) days following such notification, the classification and wage range shall become established and form part of Schedule "A" of this Agreement.

2503 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate wage range.

2504 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.

ARTICLE 26 - UNIFORM ALLOWANCE

2601 All employees required to wear a uniform shall receive eight cents ($0.08) per hour for all regular hours worked to be paid biweekly.

2602 Employees shall be entitled to utilize items of practical use (pens, cups, etc.) that display recognized logos and insignia of CUPE and CUPE Local 2348. This shall not include clothing of any kind and the Employer reserves the right to limit such use.

ARTICLE 27 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES

2701 Income Protection in Case of Illness

Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \quad \text{X} \quad \text{Entitlement of a Full-time Employee}$$

2702 Part-time employees may claim payment from accumulated income protection credits only for those hours they were scheduled to work but were unable to work due to illness.

2703 Annual Vacations

Part-time employees shall earn vacation pay on a pro rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

Actual vacation entitlement will be based on years of service. Accumulated hours shall only govern rate of vacation pay for the current vacation year.

2704 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation pay over a period of time pro-rated to the vacation period of a full-time employee.

(a) Part-time employees shall earn vacation on a pro-rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

(b) Part-time employees may select and take vacation only for the amount of vacation hours accrued, up to their EFT, in accordance with the hours earned in (a) above.

(c) A part-time employee is only able to use accrued vacation for time off up to their established EFT. Vacation pay accrued above the employee's established EFT in accordance with (a) above, will be taken as vacation payout at the employee's basic rate of pay at the beginning of each vacation year.

(d) Unless otherwise specified, vacation pay for part-time employees shall be for the full shift taken.

(e) Unless otherwise specified, all accrued vacation not taken during the vacation year shall be paid out by March 31st of each fiscal year.

2705 General Holiday

Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on a General Holiday. Such holiday pay shall be included with each regular pay deposit.

Part-time employees who work on the General Holiday will receive holiday pay at one and one-half (1.5) times their basic hourly rate plus holiday pay according to the above formula.

2706 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or biweekly hours of work as specified in Article **18**01.

2707 Increments

Salary increments for part-time employees will be granted after the completion of hours of work as defined in Schedule "A" with the Employer per increment level, until the maximum of the appropriate salary schedule is attained.

2708 Assignment

A part-time employee shall be assigned and committed to work for the number of hours as agreed to in writing at the time of employment or as subsequently revised by mutual agreement in consultation with the Union.

ARTICLE 28 - SPECIAL PROVISIONS RE: PART-TIME EMPLOYEES HOLDING TWO POSITIONS

2801 Notwithstanding the provisions provided elsewhere in this Agreement, it is agreed that the following will apply to employees occupying more than one (1) part-time position. It is understood that the occupying of more than one position may occur within the site(s) of the Employer.

2802 Part-time employees shall be eligible to apply for and be awarded more than one (1) part-time position. Where it is determined that it is not feasible for the successful applicant to work in more than one position, the successful applicant will have the option of assuming the position applied for and relinquishing her former position. If approved, it is understood that at no time will the arrangement result in a violation of this Agreement or additional cost to the employer.

2803 At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT.

2804 Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time (i.e., the status will not be converted to full-time), and the provisions of Article **30** will apply based on the total of all active positions occupied, unless otherwise specified in this Article.

2805 All salary and benefit plans shall be applied on the basis of all regular hours worked.

2806 Seniority, vacation pay and income protection shall be accrued on the basis of regular hours worked.

2807 Requests for scheduling of such absences as vacation, paid or unpaid leaves of absence shall be submitted to each department supervisor/manager and will be considered independently based on the operational requirements of each department.

An employee on an approved vacation in one position, and working in the second position shall be paid at straight time rates for regular hours worked in that position.

2808 Employees taking on an additional position will be subject to a three-month trial in accordance with Article **13**05.

2809 Where an approved arrangement is subsequently found to be unworkable by the Employer, upon fourteen (14) calendar days' written notice, the affected employee shall be required to relinquish one of the positions occupied.

2810 Where an approved arrangement is later found to be unworkable by the employee, she shall be required to give two (2) weeks' written notice, exclusive of vacation, that she wishes to relinquish one of the positions held.

2811 The provisions of **17**02, **17**03, and **17**09 shall apply to each position. The provisions of **17**07 and **17**08 shall not apply.

ARTICLE 29 - SPECIAL PROVISIONS RE: CASUAL EMPLOYEES

2901 The terms of this Agreement shall not apply to casual employees except:

(a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.

(b) Casual employees shall be paid the start rate specified in Schedule "A".

(c) Casual employees required to work on a statutory holiday shall be paid at the rate specified in Article **15**03.

(d) Casual employees shall be entitled to overtime pay in accordance with Article **18** but will not be entitled to bank days.

(e) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 4.

(f) In the event that no payment is made to an employee during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

(g) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours pay at her/his regular rate of pay or shall be assigned other duties consistent with their position for a minimum of three (3) hours.

(h) Articles 10 and 11 herein apply only with respect to the terms of this Article.

ARTICLE 30 - PREMIUM PAYMENTS

3001 A shift premium of **two dollars and twenty-five cents ($2.25)** per hour will apply for evening and night shift workers, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of 1700 and 0800, otherwise no shift premium is paid.

3002 A shift premium of **two dollars and twenty-five cents ($2.25)** per hour will apply for hours worked during the day shift on Saturday and Sunday excluding overtime work. No employee shall be entitled to both evening/night and weekend premiums for the same hours worked.

ARTICLE 31 - COPIES OF AGREEMENTS

3101 Upon written notification of ratification, the Union will prepare the Collective Agreement for the parties' proofing and upon final proof, will prepare for signature. A signed hard copy and an electronic signed copy will be provided to each party of the Collective Agreement.

ARTICLE 32 - COURSE PAYMENT

3201 Any employee who, subject to the prior written approval of the Employer, enters a course of training which will better qualify the employee to perform their job with the Employer, shall be reimbursed by the Employer the cost of the course provided the employee successfully completes the approved course of training and provides proof of successful completion to the Employer. The decision regarding approval for training shall be the sole prerogative of the Employer and such decision shall not be the subject of grievance or arbitration proceedings pursuant to the provisions of this Agreement.

ARTICLE 33 - NO STRIKE/NO LOCKOUT

3301 The parties to this Agreement realize the special and essential services that are provided to the community, and for this and other compassionate reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement:

(a) the Union shall not declare or authorize a strike of the employees;

(b) the Employer shall not declare or cause a lockout of the employees; and

(c) no employee in the unit shall strike.

Docusign Envelope ID: CDA23EAE-A17A-8315-8179-6A2A618F8B7B

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

SIGNED this 27th day of May, 20**26**.

ON BEHALF OF: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**	**ON BEHALF OF:** **ARAMARK CANADA LTD.**
MICHELLE CHUA	Signed by: Martin Campeau AE69ABAD82E1490...
RONNA UTCHMAN	Signed by: Nicole Storozuk 928E63112495468...
ALYZA CUEVAS	
Ben Idiodemise, National Representative	
Nino Jurial, National Representative	

NJ/BI/jad/wkp/cope 491
May 27, 2026

SCHEDULE "A"

Aramark Canada Ltd. (at Lions Housing Centres)

WAGES

Classification	Hours	Previous Expired CA	Effective April 1, 2024 3.00%	Effective April 1, 2025 2.75%	Effective September 1, 2025 $0.25	Effective April 1, 2026 3.00%	Effective September 1, 2026 $0.25
Cook	**Start**	19.370	19.95	20.50	20.75	21.37	21.62
	1,950	20.020	20.62	21.19	21.44	22.08	22.33
	3,900	20.730	21.35	21.94	22.19	22.85	23.10
	5,850	21.520	22.17	22.78	23.03	23.72	23.97
	7,800	22.600	23.28	23.92	24.17	24.89	25.14
Dietary Aide	**Start**	15.450	15.91	16.35	16.60	17.10	17.35
	1,950	15.660	16.13	16.57	16.82	17.33	17.58
	3,900	16.370	16.86	17.32	17.57	18.10	18.35
	5,850	17.160	17.67	18.16	18.41	18.96	19.21
	7,800	18.270	18.82	19.34	19.59	20.17	20.42

NJ/BI/jad/wkp/cope 491
May 27, 2026