

COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.,
At Vancouver Refreshment Services
(hereinafter referred to as "the Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247
(hereinafter referred to as "the Union")

TERM:
April 8, 2007 - April 7, 2010

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ARAMARK CANADA LTD.,
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(hereinafter referred to as "the Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as "the Union")

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - DEFINITION

- 1.01 (a) **EMPLOYEE:** The term "employee" as used in this Agreement includes all employees of the Employer as defined herein who are paid on an hourly basis, except as specified in Article 1.02.
- (b) **PROBATIONER:** Employees shall be considered to be probationary employees until they have worked sixty (60) days. During the probationary period they will not be entitled to seniority and may be terminated by the Employer by reason of being unsuitable for further employment. The reasons for termination shall be made known to the Union upon request.
- (c) **SENIORITY:** The term "seniority" shall mean the length of continuous service from the last date of hire with the Employer within the bargaining unit.
- (d) **OVERTIME:** For the purpose of Article 15.07 overtime shall mean:
- (i) Hours worked beyond the standard work day.
 - (ii) Hours worked beyond the standard work week.

- 1.02 **EMPLOYEES OUTSIDE THE BARGAINING UNIT:** The foregoing Article 1.01 of this Article shall not apply to those employees excluded by the Labour Code of British Columbia.
- 1.03 **NUMBER AND GENDER:** Whenever the male gender is used it shall also apply to the female gender and whenever singular is used it shall also apply to plural and vice versa.

ARTICLE 2 - RELATIONSHIP

- 2.01 **BARGAINING AGENT:** The Employer recognizes the Union as the exclusive Bargaining Agent for employees and categories of employees referred to in the certificate of bargaining authority held from time to time by the Union and agrees to negotiate with the Union and/or an appointed Representative looking toward a peaceful and amicable settlement of any differences that may arise between the Employer and the Union.
- 2.02 **NO DISCRIMINATION:** There shall be no discrimination against any employee because of Union activities.
- 2.03 **BULLETIN BOARDS:** The Employer will make space available on the bulletin boards for the purpose of posting notices of Union meetings, the seniority list, and a copy of the Collective Agreement. All other material is to be authorized by the manager prior to posting.
- 2.04 **NO STRIKE OR LOCKOUT:** The Employer agrees that there shall be no lockout of employees, complete or partial during the term of this Agreement, and the Union agrees that there shall be no strike or slowdown either complete or partial while this Collective Agreement is in effect.
- 2.05 **WORK PERFORMED - MEMBERS OF THE BARGAINING UNIT:** No work shall be performed within the bargaining unit by persons outside the bargaining unit except in the event of an emergency or for the purpose or training and/or instructions, product testing and development, and in cases due to absenteeism or immediate need. The Shop Steward will be informed of the reasons or conditions that would cause Management to perform the work.
- 2.06 **UNION REPRESENTATIVE:** A duly authorized Representative(s) of the Union upon request to and agreement by management, shall have access to the plant during working hours for the purpose of assessing whether this Agreement is being properly observed. Such visitations shall not interfere with the scheduled activities of the location.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 **MANAGEMENT FUNCTIONS:** The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, power, and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the expressed provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Employer shall include:
- (a) To maintain order, discipline, and efficiency;
 - (b) To hire, direct, discharge, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees except at a claim by an employee that he/she has been discharged or disciplined without reasonable cause, or improperly classified, transferred, laid off, or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure as set out in Article 6;
 - (c) To make, enforce, and revise from time to time rules and regulations relating to discipline, safety, and the general conduct of the employees. In this regard, the Employer will advise the Union of any new rules at least five (5) working days prior to the implementation of such new rules;
 - (d) To determine the number of personnel required from time to time, the standards of performance of employees, the schedules of work, schedules of vacations, the services to be performed, the methods, procedures, machinery, and equipment in connection therewith, and the extension, limitation, curtailment, or cessation of operation.
- 3.02 The Employer agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

ARTICLE 4 - UNION SHOP AND DEDUCTION OF DUES

- 4.01 **CONDITIONS OF EMPLOYMENT:** Upon completion of thirty (30) days service with the Employer, all employees shall, as a condition of employment, become and remain members in good standing of the Union. It is agreed that the Employer shall distribute a Union application form for membership, such forms to be forwarded to the Union office when completed and signed.
- 4.02 **DEDUCTION OF DUES:** Upon the request in writing of any employee, the Employer agrees to deduct each month, out of the wages due to such employee, the monthly Union Dues, Assessments, and any special levies of such employee, such Union Dues deducted to be indicated on the employee's T-4 Slip. All Union Dues and special levies so deducted shall be remitted by the Employer to the Secretary-Treasurer of the Union before the first day of the month following the month in which

the deductions were made, if possible, but in no event later than the tenth (10) day following the month in which the deductions were made.

- 4.03 **INDEMNIFICATION FROM LIABILITY:** The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in making the deductions provided for in Article 4.
- 4.04 The Union will provide copies to the Employer, and the Employer shall provide all new employees with a copy of the current collective agreement.

ARTICLE 5 - SHOP STEWARDS

- 5.01 **UNION NOTIFICATION:** The Union shall keep the Employer notified in writing of the name of the stewards and the effective date.
- 5.02 **EMPLOYMENT DUTIES:** It is understood that the steward has his/her regular work to perform and if it is necessary to serve a grievance during working hours, he/she will not leave his/her work without first obtaining permission from their supervisor. When returning to his/her regular work he/she will so advise his/her Superior.
- 5.03 **NO LOSS OF PAY:** In accordance with the understanding of Clause 5.02 above, the steward will be compensated for reasonable time spent during his/her working hours in processing of grievances up to a maximum of one (1) hour in any one (1) week.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 (a) Definition of Grievance: A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement.
- (b) It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity of adjusting the complaint.
- 6.02 If an employee has any complaint or question which he/she wishes to discuss with the Employer the employee may alone, or with the assistance of his/her steward, discuss the matter with the employee's immediate supervisor.
- 6.03 If such complaint or question is not settled to the satisfaction of the employee concerned, the following steps of the grievance procedure may be invoked. Time constraints in the grievance procedure extended by mutual agreement.

STEP #1: Grievances must be submitted to the Employer within ten (10) working days of the alleged occurrence said to have caused the grievance. The General Manager or his/her designated representative shall give his/her reply in writing within ten (10) working days

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

- 6.04 If the grievance is not settled, either party may submit the grievance to Arbitration as outlined in Article 7 or Letter of Understanding #1.
- 6.05 Policy grievances between the Employer and the Union shall be reduced to writing and submitted at Step #1 of the grievance procedure.
- 6.06 In determining the time limits in this clause, Saturdays, Sundays, and Statutory Holidays shall be excluded.
- 6.07 **MONETARY SETTLEMENTS:** The Employer will make every attempt to pay out monetary grievances by the next pay period, but this does not preclude the parties from making other arrangements in dealing with the grievance.

ARTICLE 7 - ARBITRATION

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

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

ARTICLE 8 - SENIORITY

- 8.01 **SENIORITY LIST:** There shall be a seniority list for each Division which shall indicate the name, classification and the most recent date of hire by the Employer.

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

- 8.02 **LOSS OF SENIORITY:** An employee shall lose seniority and be deemed terminated if the employee:
- (a) voluntarily quits or resigns;
 - (b) is discharged;
 - (c) fails to return to work upon completion of an authorized leave of absence, unless a reason satisfactory to management is given by the employee;
 - (d) has been out of employment of the Employer for a period of six (6) consecutive months or longer without leave of absence, or;
 - (e) fails to signify his/her willingness to return to work within three (3) days after being recalled or fails to report for work within five (5) days after agreeing to a recall;
 - (f) is absent from work for three (3) days or more without having obtained an authorized leave of absence;
 - (g) fails to return to work following an illness or accident after the Employer has been notified by the employees doctor or Workers' Compensation that the employee is able to return to work.

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

- 8.03 **NOTICE OF EMPLOYMENT CHANGES:** Names of employees covered by this Agreement hired, transferred or discharged and of employees who have left the employ of their own accord, shall be submitted to the Union Office as changes occur.

ARTICLE 9 - LAYOFF AND RECALL

- 9.01 **LAYOFF AND RECALL PROCEDURES:** In the event of a reduction in the work force, the most junior employee within the classification shall be the first to be laid off, provided the employees retained within the classification have the qualifications and ability to perform the remaining work.

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

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

- 9.02 **LAYOFF NOTICES TO UNION OFFICE:** A written copy of all placements, notifications of layoffs and actual layoffs shall be forwarded to the Union office. The Employer will advise the Union when laid off employees have regained regular employment.
- 9.03 **LAYOFF NOTICE TO EMPLOYEES:** One (1) week's notice or pay in lieu of notice, shall be given to employees (other than probationary employees) should any layoffs which is greater than one (1) week become necessary, but an employee may be discharged for cause without notice and with wages to date of discharge.

ARTICLE 10 - JOB POSTING

- 10.01 **VACANCIES POSTED:** All vacant and all new positions shall be posted on the bulletin board for a period of five (5) working days.
- 10.02 **LENGTH OF SERVICE:** Length of service shall be the governing factor in job awards, providing the employee has the skill, ability and qualifications necessary to perform the job.
- 10.03 **SUBMITTED APPLICATIONS:** All applications must be submitted to the immediate supervisor in writing.

- 10.04 **SELECTION OF APPLICATIONS WITHIN TWO WEEKS:** Unless there are unforeseen circumstances the Employer's decision on the posted position shall be made known within two (2) weeks from the date of posting.
- 10.05 **TRIAL PERIOD ON POSTED JOB:** Employees who receive posted job awards as outlined in Article 10 will be on trial for a period not exceeding forty-five (45) days worked. When circumstances require an extension to the trial period, it shall be extended by up to a maximum of forty-five (45) days worked, by mutual agreement. In the event that an employee does not demonstrate his/her ability to perform the work to the Employer standards, or is dissatisfied with the job award, the employee shall be transferred back to his/her former position and rate of pay. The resulting vacancy shall be posted. The employee holding the incumbent's position on the reversion shall also return to his/her previous position.
- 10.06 An employee who is promoted out of the bargaining unit will retain his/her seniority for one (1) month. If the employee returns to the Bargaining Unit within that period he/she shall be transferred back to his/her former position and rate of pay. The employee holding the incumbent's position on the reassertion shall also return to his/her previous position.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- 11.01 **DISCIPLINARY NOTICES:** Disciplinary notices against employees shall be stricken from the employees' record eighteen (18) months from the date of issue, providing that no other instance of disciplinary action has been recorded during that period of a same or similar nature.
- 11.02 **PAYMENT OF MONIES OWING:** Any discharged employee must be paid in full all wages owed to him/her by the Employer, included earned vacation pay, if any, as soon as possible from the date of discharge.
- 11.03 **DISCHARGE SUBJECT TO GRIEVANCE PROCEDURE:** A claim by an employee that he/she has been discharged from his/her employment without reasonable cause, shall be considered a grievance to be submitted in writing as Step 2, in accordance with Article 6 of this Collective Agreement, within five (5) days from the date of discharge.
- 11.04 **TIME LIMITS:** In determining the time limits of this Article, Saturdays, Sundays, and Statutory Holidays shall be excluded.
- 11.05 **DISCHARGE CASES:** If an employee is discharged, laid off, or suspended from employment and such employee alleges that he/she has been unjustly dealt with, such discharge, layoff, or suspension shall constitute a matter to be taken up under the method of adjusting grievances herein provided.
- 11.06 **DISCIPLINARY INTERVIEWS:**

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

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 **LEAVE OF ABSENCE:** A request by an employee for leave of absence without pay and for good reason will receive full consideration by the Employer and may be granted providing the employee has completed one (1) year full-time service, the period of leave not to exceed three (3) months. Application for such leave shall be made in writing at least four (4) weeks prior to the date the leave is desired to commence, and copies of said application shall be given to the supervisor and the Union. The Employer's decision therein will be binding and copies shall be forwarded to the employee and the Union. An employee receiving more than twenty (20) working days as leave of absence will qualify for holiday pay calculated on a percentage basis only.
- 12.02 **LEAVE WHEN APPOINTED TO UNION OFFICE:** The Employer will grant leave of absence without pay to employees who are appointed to Union office for a period up to, and including, one (1) year. Further leave of absence may be granted by mutual consent. The employees who obtain this leave of absence shall return to the Employer within thirty (30) calendar days after the completion of the term of employment with the Union.
- 12.03 **LEAVE TO ATTEND LABOUR CONVENTIONS:** The Employer will grant leave of absence without pay to employees who are elected as Representatives to attend Labour conventions and Union conventions, in order that they may carry out their duties on behalf of the Union.
- 12.04 **COMPANY TO RECEIVE NOTICE REGARDING UNION LEAVE:** In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Article 12.02 and Article 12.03 above, the Employer will be given due notice in writing; in the case of Article 12.02, two (2) months, and in the case of Article 12.03 fourteen (14) calendar days.
- 12.05 (a) **MATERNITY LEAVE:**
An employee, upon her written request for maternity leave, is entitled to a leave of absence without pay for a period of up to seventeen (17) consecutive weeks, of which eleven (11) weeks may be taken prior to delivery. If requested, the employee will

provide a doctor's certificate indicating the employee's general condition and predicted delivery date.

The employee must notify the Employer in writing four (4) weeks prior to their intention to commence the leave and provide a planned date of return. The employee shall make every effort to give at least four (4) weeks written notice of their intention to end the leave and the planned date of return.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to their job, or a comparable position following maternity leave.

(b) PARENTAL LEAVE:

An employee who becomes a natural mother or father, or who adopts a child is entitled to unpaid parental leave of up to thirty-seven (37) weeks. For birth mothers also taking maternity leave, the maximum entitlement to parental leave is thirty-five (35) weeks. If requested, the employee will provide a doctor's certificate indicating the employees' general condition and predicted delivery date. The employee must notice the Employer in writing four (4) weeks prior to their intention to commence the leave and provide a planned date of return. The employee shall make every effort to give at least four (4) weeks notice of his/her intention to end the leave and the planned date of return.

Notwithstanding the above notice period, an adoptive parent will notify the Employer when he/she is advised of the date of the adoption placement. The employee shall furnish proof of adoption with the written request for leave.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to their job, or a comparable position following parental leave.

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

(d) BENEFITS DURING MATERNITY OR PARENTAL LEAVE

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

12.06 BEREAVEMENT LEAVE:

(a) In the event of death of a spouse, father, mother, or child the employee shall be entitled to five (5) days' leave with pay at the time of the bereavement.

(b) In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild or a relative living in the

household of the employee, the Employer will grant up to three (3) days' paid leave at the time of the bereavement.

- (c) This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement. The leave may be extended with the agreement of the Employer, by using vacation and unpaid leave of absence.
- (d) It is understood that satisfactory proof of death may be required by the Employer in the above cases.
- (e) It is understood that payment will not be made where the employee is on vacation, scheduled days off, absent due to illness or accident, or on a leave of absence.

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

- (a) The employee shall have given proper notice to the Employer that he/she has been summoned for jury duty.
- (b) The employee shall furnish satisfactory evidence to the Employer that he/she reported for or performed jury duty on the days for which he/she claims payment.
- (c) The employee would otherwise have been scheduled to work for the Employer on the day for which he/she claims payment.

12.08 **PATERNITY LEAVE:** An employee about to become a father shall be entitled to a leave of absence of up to two (2) days at the time of birth of the child. If the employee has to leave work he shall be paid for his remaining scheduled hours for that day. The employee may use one (1) week's vacation at his option.

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

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 All employees shall be granted the following holidays provided the employee has been employed thirty (30) days and has earned wages on fifteen (15) of the last thirty (30) calendar days before a general holiday occurs. Earned wages will be interpreted in accordance with the Employment Standards Act and includes, for example, paid vacation:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

13.02 To be eligible for holiday pay, an employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately following such holiday unless absent due to vacation, approved leave of absence, certified illness or lay-off not exceeding one (1) week's duration prior to or following the holiday.

13.03 Holiday pay shall be equivalent to the employee's current hourly rate times the number of hours he/she would have worked on such a day had it not been a holiday.

13.04 (a) If an employee is requested by the Employer to work on any of the holidays, and if he/she is otherwise qualified to be paid for that holiday, he/she will be paid at time and one-half his/her regular rate for the hours worked, plus his/her holiday pay.

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

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

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

ARTICLE 14 - ANNUAL VACATION

14.01 The vacation year shall be anniversary date to anniversary date.

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

- (a) Less than one (1) year of service: one (1) day per month of service up to a maximum of ten (10) days with vacation pay of four percent (4%).
- (b) After one (1) year of continuous service; two (2) weeks' vacation with vacation pay of four percent (4%) of gross earnings in the preceding twelve (12) months.
- (c) After five (5) years of continuous service; three (3) weeks' vacation with vacation pay of 6 percent (6%) of gross earnings in the preceding twelve (12) months.
- (d) After ten (10) years of continuous service; four (4) weeks' vacation with vacation pay of eight percent (8%) of gross earnings in the preceding twelve (12) months.
- (e) After fifteen (15) years of continuous service; five (5) weeks' vacation with vacation pay of ten percent (10%) of gross earnings in the preceding twelve (12) months.

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

14.04 Vacation periods shall be scheduled at times mutually agreeable to the Employer and the employees. Such periods must be requested and granted prior to April 15 in each year.

14.05 Vacation periods shall be scheduled at times mutually agreeable to the Employer and the employees. Requests for vacation will be submitted in writing by April 1st of each year and granted in writing prior to April 15th of same. In the event that an employee does not submit their request by April 1, their vacation will be scheduled subject to availability after the scheduling of vacation request received by April 1st.

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

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

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

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 **NORMAL WORK DAY AND WORK WEEK:** The normal work week shall be considered as forty (40) hours, and the normal work day as eight (8) hours per day. It is understood that this shall not constitute a guarantee of the hours of work per day or of days of work per week or for any period whatsoever.
- 15.02 **CONSECUTIVE DAYS OFF:** Provided it is a five (5) day operation, all employees working a forty (40) hour work week will be scheduled two (2) consecutive days off which are Saturday and Sunday.
- 15.03 **STARTING TIMES AND LUNCH PERIODS:** There shall be a definite starting time for each employee and the said starting time shall remain the same throughout the week, unless unforeseen circumstances necessitates a change. With the exception of lunch and rest periods, daily hours of work shall be consecutive and the lunch period shall not exceed sixty (60) minutes. Work schedules will be posted by Thursday noon for the following week. If a new notice is not posted, then the former schedule of hours shall apply.
- 15.04 **OVERTIME - STANDARD HOURS OF WORK:** Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as per Article 15.05 and 15.06.
- 15.05 **OVERTIME - STANDARD WORK DAY:** Time and one-half (1 ½x) shall be paid for all hours worked in excess of:
- (a) eight (8) hours in a day, and;
 - (b) forty (40) hours in a week, but excluding from the calculation, hours worked in excess of eight (8) hours in a day.
- Double time (2x) shall be paid for all hours worked in excess of:
- (1) ten (10) hours in a day, and;
 - (2) forty-eight (48) hours in a week, but excluding from the calculation, hours worked in excess of eight (8) hours in a day.
- 15.06 **OVERTIME - SATURDAY AND SUNDAY:** All hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half times (1 ½x) the regular hourly rate of pay.
- 15.07 **OVERTIME PROCEDURES:** Overtime which can be scheduled in advance will be offered in accordance with seniority provided the employee is qualified to do the work. If no qualified employee is willing to perform the work, it will be assigned by the Employer to the least senior employee.

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

- (a) The employees on shifts in the classification.

(b) Employees in all other classifications qualified to do the work.

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

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

15.09 **MINIMUM DAILY PAY:** An employee will receive three (3) hours pay if he/she reports to work, but no work is available due to circumstances beyond the Employer's control. An employee who commences work will receive four (4) hours pay. If four (4) hours work is not available at the regular job, an employee shall perform such work for the remaining period of the time that is assigned to him/her at no reduction in the rate of pay. However, if four (4) hours work is not available at the regular job the employee will only be paid for time worked, if he/she does not wish to work four (4) hours.

15.10 **ALARM RESPONSE:** An employee called out to respond to the alarm system being triggered will receive three (3) hours' pay at his/her regular rate.

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

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

ARTICLE 16 - HEALTH AND WELFARE

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

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

(1) Life Insurance double the employees annual salary.

- (2) Accidental Death and Dismemberment (A.D.&D.) - up to the value of the life insurance.
- (3) Extended Health Plan twenty-five dollars (\$25) deductible per year with one hundred percent (100%) co-insurance.
- (4) A card for direct payment of prescription expenses as provided for by the carrier.

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

16.04 **WAGE CONTINUATION**

- (a) **SICK DAY ENTITLEMENT:** Paid sick days are based on a calendar year. Unused days are not carried forward into the next calendar year. Sick days are earned on the basis of service: less than ninety (90) days, no sick days; more than ninety (90) days and less than one year - six (6) days; more than one (1) year - twelve (12) days: effective April 7, 1991, for two (2) years and over fifteen (15) days.

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

- (b) **SHORT TERM DISABILITY:** The Employer pays one hundred percent (100%) of the Short Term Disability Plan paying two-thirds (2/3) of salary to the UIC maximum. The plan is one to five to seventeen (1-5-17). Benefits start effective the first (1st) day of accident or hospitalization or on the fifth (5th) day of illness and continue up to seventeen (17) weeks. Hospitalization shall include Day Surgery for significant surgeries.
- (c) **LONG TERM DISABILITY:** The Employer contributes fifty percent (50%) of the monthly billed premium for a Long Term Disability Plan which pays two-thirds (2/3) of salary to four thousand and five hundred dollars (\$4,500) per month.

16.05 **MEDICAL SERVICES PLAN:** The Employer will pay the cost of the monthly billed premiums for the Provincial Health Insurance Plan.

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

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

16.08 **PRESCRIPTION GLASSES:** The Employer will reimburse an employee in the amount of up to one hundred and fifty dollars (\$150) every two (2) years for prescription glasses or eye exam expenses, when provided with a receipt.

ARTICLE 17 - WAGES

17.01 **EMPLOYEES TEMPORARILY PLACED ON ANOTHER JOB:** When a temporary job is available for a full shift or more, at a higher rate of pay, seniority shall prevail in the filling of such classification provided the employee is qualified to perform the work to be done. The employee receiving the job shall be paid his/her rate or the full rate of the job whichever is greater; however, if the employee receiving the temporary job is not qualified he/she shall receive the start rate for the job.

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

17.03 **WAGES PAID BI-WEEKLY:** Employees covered by this Agreement shall be paid on a Wednesday on a bi-weekly basis.

17.04 **SCHEDULE A:** Schedule "A" wages form part of this Collective Agreement.

17.05 **EMPLOYEES ASSIGNED TO PERFORM DUTIES OF WAREHOUSE SUPERVISOR:** When an employee is assigned to perform the duties of a warehouse supervisor during vacation and sick leave, the employee will receive seventy-five cents (75¢) per hour for the hours so assigned.

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

ARTICLE 18 - SEVERANCE PAY

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

- (a) After two (2) years of service - one (1) week's pay for every year of service, to a maximum of eight (8) weeks.

18.02 **SEVERANCE PAY UPON RESIGNATION:** The above shall not apply where an employee retires, resigns, or is discharged for just cause.

18.03 **SEVERANCE PAY UPON RETIREMENT:** Upon retirement and application for pension an employee will be paid a maximum of two (2) weeks' severance pay.

ARTICLE 19 - LABOUR DISPUTES

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

ARTICLE 20 - SAFETY AND HEALTH

20.01 **PROVISIONS FOR SAFETY AND HEALTH:** The Employer shall continue to make reasonable provisions for safety and health of its employees during the hours of their employment.

20.02 **SAFETY COMMITTEE AND FIRST AID:** A Health and Safety Committee shall be formed, comprising of two bargaining unit members and two members of management. The Committee shall meet bi-monthly. Minutes from the meeting shall be posted on the Union Bulletin Board and given to the Shop Steward.

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

ARTICLE 21 - UNIFORMS

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

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

21.03 **UNIFORMS TERMINATING EMPLOYMENT:** If an employee terminates his/her employment with the Employer for any reason within six (6) months from the

date of hire, the cost of such uniforms shall be deducted from the monies owed to him/her.

- 21.04 **UNIFORM CARE AND MAINTENANCE:** Customer Service Representatives are responsible for the care and maintenance of their uniform. In recognition of this, the Employer will provide each Customer Service Representative with a three dollar (\$3) per week allowance for uniform care and maintenance. In addition, the Employer will reimburse the CSR for the cost of dry-cleaning any supplied article of clothing that specifically requires dry-cleaning (jackets). Other articles of clothing that may require special cleaning must be brought to the Employer's attention prior to getting such cleaning done.
- 21.05 **SHOE ALLOWANCE:** Customer Service Representatives shall be entitled to a shoe allowance of one hundred and ten dollars (\$110) per year. Employees shall be required to provide a receipt prior to receiving the allowance.

ARTICLE 22 - GENERAL

- 22.01 **HANDLING OF MONIES:** All employees who are responsible for handling monies and assets shall not be liable for loss due to theft, burglary or robbery, providing proper security measures have been taken by the employee concerned.
- 22.02 **CONFLICT OF INTEREST:** It is understood, and agreed, that no employee shall engage in any additional employment outside the Employer which would involve a conflict of interest between that employment and his/her employment with the Employer. Any breach of this provision shall be grounds for immediate discharge.

Conflict of interest shall be defined as:

- (1) Any employment in a capacity of which the nature of work is the same or similar to his/her work at ARAMARK Coffee.
 - (2) Employment which infringes upon his/her ability and/or availability to perform assigned duties.
- 22.03 **PYRAMIDING:** The provisions of the Collective Agreement shall not be interpreted in such a manner as to allow or provide any duplication or pyramiding of premiums or benefits provided for under the terms of this Agreement.
- 22.04 **EMPLOYMENT STANDARDS ACT:** This Collective Agreement incorporates as contractual terms all of the provisions of Parts 1, 2, 3, and 5 of the Employment Standards Act, 1980 S.B.C., Ch. 10.

The provisions of the Employment Standards Act incorporated into the Collective Agreement by this Section are minimum requirements. Where other provisions of

this Collective Agreement provide benefits superior to the Employment Standards Act benefits, the superior benefits apply.

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

22.06 **TIME OFF TO VOTE:** The Employer agrees that he/she will fully comply with any law requiring that employees be given time off to vote.

22.07 **RETURN TO WORK AFTER DISABILITY OR COMPENSATION:** If an employee is eligible for Workers' Compensation or sick leave and short term disability he/she shall be returned to the payroll only upon certification of fitness to return to work by the Workers' Compensation Board or a qualified medical practitioner.

22.08 **HARASSMENT**

(a) The parties subscribe to the principles of the Human Rights Code of British Columbia.

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

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be for the period from and including April 8, 2007, to and including April 7, 2010, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding April 7, 2010, or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence Collective Bargaining to conclude a revision or renewal of this Agreement.

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

(1) The Union gives notice of strike in compliance with the Labour Code of British Columbia, or;

- (2) The Employer gives notice of lock out in compliance with the Labour Code of British Columbia.

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 **PROMOTION OF SAFE WORK HABITS:** The parties of this Agreement agree to cooperate in the promotion of safe work habits and working conditions.

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

- 24.02 **EMPLOYEE SAFETY:** The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in accordance with legislated responsibilities.

- 24.03 **EMPLOYER RESPONSIBILITIES:** The Employer will comply with the Employer responsibilities as set out in the Provincial Workers Compensation Act as set out in *General Responsibilities of the Employer*.

- 24.04 **EMPLOYEE RESPONSIBILITIES:** The Employee will comply with the Employee responsibilities as set out in the Provincial Workers Compensation Act as set out in *General Responsibilities of the Workers*.

SIGNED THIS _____ DAY OF _____, 2007.

ON BEHALF OF THE COMPANY

ARAMARK CANADA LTD.

ON BEHALF OF THE UNION

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

APPENDIX “B”

1. Expedited Arbitration

- (a) A party to a collective agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (b) No difference may be referred to the director under this Article unless
 - (i) the grievance procedure under the Collective Agreement has been exhausted, and
 - (ii) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (c) No difference under the Collective Agreement may be referred to the director under this Article if
 - (i) the difference has been referred to arbitration under the Collective Agreement by the party who wishes to refer it under this Article, or
 - (ii) the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.
- (d) If a difference is referred to the director within the time periods specified in this Article, the director
 - (i) shall appoint an arbitrator to hear and determine the matter arising out of the difference.
 - (ii) shall fix the date on which the hearing by the arbitrator will commence, which date must be within twenty-eight (28) days after the day on which the difference was referred to the director, and
 - (iii) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
- (e) If a settlement officer is appointed under Article 1(d), the settlement officer shall, within five (5) days after the appointment or within such further time as the director may allow,
 - (i) inquire into the difference,
 - (ii) endeavour to assist the parties in settling the difference, and

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

LETTER OF UNDERSTANDING #1

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: SUMMER RELIEF EMPLOYEES

The Parties agree that the Employer may employ summer relief employees in the warehouse and in the office during the months of June, July and August. These employees shall be employed for a temporary period, and as such shall not be entitled to any benefits in the collective agreement. Summer relief employees shall be paid \$8 per hour. They shall not accrue seniority during the period of their temporary employment.

Summer relief employees shall not take the work of other bargaining unit members other than as replacement workers.

If a summer relief employee is hired as a regular employee, their seniority shall date back to the date they were hired in the same summer. The employee shall have to complete a probationary period as defined in the collective agreement upon hire as a regular employee.

Dated this ____ of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247

LETTER OF UNDERSTANDING #2

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: ALCOHOL AND DRUG ABUSE

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

Dated this ____ of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247

LETTER OF UNDERSTANDING #3

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: CUSTOMER SALES AND SERVICE REPRESENTATIVE (C.S.S.R)

The Employer continues to maintain a job classification called Customer Sales and Service Representative (C.S.S.R.). The classification will remain in force for the remainder of the current Collective Agreement between ARAMARK Canada Ltd. (Refreshment Services Division) and the UFCW Local 247. The Employer will grandfather current C.S.S.R. drivers and provide the wage structure outlined in the letter of understanding. The Employer will provide the same wage structure to the current vending route drivers (XXX) if they transfer into the C.S.S.R. classification during the term of the current Collective Agreement.

C.S.S.R. Route based on a 20 day cycle.

C.S.S.R. Route will have an average of 25 stops per day.

C.S.S.R. to count their van inventory weekly.

C.S.S.R. to confirm daily load and unload with Supervisor.

WAGES:

New C.S.S.R.'s Refer to Schedule "A"

Current C.S.S.R.'s \$1,460.00 per pay period or
Weekly base of \$250.00 + 7% route gross margin profit

Dated this _____ day of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247

LETTER OF UNDERSTANDING #4

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: CUSTOMER SALES AND SERVICE REPRESENTATIVE (C.S.S.R) ISSUES

1. The Employer agrees to the following:
 - a) Implement weekly inventory. Employees experiencing problems managing their inventories may be required to do daily inventories.
 - b) Use photocopied Load Sheets to reduce prep time with loading.
 - c) Manage load/unload process so that unnecessary loading and unloading is eliminated.
 - d) The Employer agrees to meet quarterly with the CSSR's to address issues of concern including streamlining of duties (loading vans at the end of the shift, and driving to their first stop from home), retraining on Service Stars and selling techniques, equipment or product issues, and other related matters.

Dated this _____ of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247

LETTER OF UNDERSTANDING #5

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: DRIVERS' ABSTRACTS

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

Dated this _____ of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247

LETTER OF UNDERSTANDING #6

between

ARAMARK CANADA LTD.
(hereinafter referred to as the Employer)

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**
(hereinafter referred to as the Union)

RE: VENDING DRIVERS TAKING VEHICLES HOME

The Employer agrees that full-time drivers (OCS and Vending) will have the option to take their vehicles home at the end of their shift. A Labour-Management Committee will be struck within fourteen (14) calendar days of ratification to develop rules and procedures around the issue that will apply to all drivers. The rules and procedures will be signed off by all drivers prior to the drivers beginning to take the vehicles home. Employees who currently take home vehicles can continue to do so until the rules and procedures are finalized, at which time they will sign off on them.

The Labour-Management Committee will consist of two employees (one each from Vending and OCS), and two members of management. The Union representative may also attend the meeting.

Dated this _____ of _____, 2007, at _____.

**ON BEHALF OF
ARAMARK CANADA LTD.**

UFCW LOCAL 247
