

# COLLECTIVE AGREEMENT

Between

**ARAMARK CANADA LTD.**  
University of British Columbia  
Okanagan Campus (UBC-O)

And



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

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

**FIRST PRINTING**

*Errors and omissions excepted.*

TERM OF AGREEMENT

**June 15, 2015 to June 14, 2019**

Dear Member:

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

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

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

Make full use of your Shop Stewards.

SUZANNE HODGE  
President

DAN GOODMAN  
Secretary-Treasurer

# CONTENTS

<b>ARTICLE 1 – PURPOSE</b> .....	<b>1</b>
1.03 Clarification of Terms.....	2
1.04 Work Performed – Members of the Bargaining Unit .....	2
<b>ARTICLE 2 – MANAGEMENT RIGHTS</b> .....	<b>3</b>
<b>ARTICLE 3 – SCOPE AND RECOGNITION</b> .....	<b>4</b>
<b>ARTICLE 4 – NO STRIKES OR LOCKOUTS</b> .....	<b>5</b>
<b>ARTICLE 5 – UNION REPRESENTATION</b> .....	<b>5</b>
5.08 Union Visits.....	7
<b>ARTICLE 6 – UNION DUES</b> .....	<b>8</b>
6.01 Union Check-Off .....	8
<b>ARTICLE 7 – GRIEVANCE PROCEDURE</b> .....	<b>9</b>
<b>ARTICLE 8 – ARBITRATION PROCEDURE</b> .....	<b>11</b>
<b>ARTICLE 9 – LAYOFF AND RECALL</b> .....	<b>13</b>
9.03 Seasonal Layoff.....	14
9.04 Permanent Layoff .....	15
<b>ARTICLE 10 – SENIORITY</b> .....	<b>16</b>
10.01 Definition.....	16
10.02 Probationary Period.....	16
10.03 Bargaining Unit Seniority .....	16
10.04 Location Seniority .....	16
10.05 Seniority Lists.....	17
10.06 Loss of Seniority.....	17
<b>ARTICLE 11 – JOB POSTING</b> .....	<b>19</b>
<b>ARTICLE 12 – HOURS OF WORK</b> .....	<b>19</b>
12.05 Meal Periods.....	20
12.06 Daily Hours of Work.....	21

**ARTICLE 13 – OVERTIME .....22**

**ARTICLE 14 – GENERAL PROVISIONS .....23**

    14.01 Personnel Files ..... 23

    14.02 Bulletin Boards ..... 23

    14.03 Schedules ..... 23

    14.04 Change in Schedules ..... 24

    14.05 Days Off..... 24

    14.06 Time Off to Vote..... 24

    14.08 Handling of Monies ..... 24

**ARTICLE 15 – MATERNITY LEAVE .....25**

    15.04 Parental Leave..... 25

    15.07 Benefits during Maternity or Parental leave ..... 26

**ARTICLE 16 – JURY DUTY.....27**

**ARTICLE 17 – COMPASSIONATE CARE LEAVE .....28**

**ARTICLE 18 – PERSONAL LEAVE .....28**

**ARTICLE 19 – UNION LEAVE .....29**

**ARTICLE 20 – BEREAVEMENT LEAVE .....30**

**ARTICLE 21 – PAY DAYS .....31**

**ARTICLE 22 – HEALTH AND WELFARE PLAN/SICK DAYS.....31**

    Sick Notes ..... 32

**ARTICLE 23 – GENERAL HOLIDAYS .....32**

**ARTICLE 24 – VACATIONS .....34**

**ARTICLE 25 – WAGES .....36**

    GREENTHREAD ..... 36

    SUNSHINE ..... 37

    HOTSPOT..... 37

    ARTS BUILDING ..... 37

    TIM HORTONS..... 37

    STARBUCKS ..... 38

    CATERING ..... 38

EM EATS .....	38
SUBWAY .....	38
<b>ARTICLE 26 – DISCIPLINE AND DISCHARGE .....</b>	<b>39</b>
26.01    Disciplinary Notices .....	39
26.02    Payment of Monies Owing.....	39
<b>ARTICLE 27 – SICK LEAVE BENEFITS AND WCB .....</b>	<b>39</b>
27.01    Medical Documentation .....	39
<b>ARTICLE 28 – DURATION OF AGREEMENT .....</b>	<b>40</b>
<b>LETTER OF UNDERSTANDING #1 - RED CIRCLED EMPLOYEES .....</b>	<b>42</b>
<b>LETTER OF UNDERSTANDING #2 – BENEFIT SUPPLEMENT .....</b>	<b>42</b>
<b>LETTER OF UNDERSTANDING #3 – TIME CLOCKS / TIME SHEETS .....</b>	<b>42</b>
<b>APPENDIX "A" - HEALTH &amp; WELFARE PLAN SUMMARY OF BENEFITS AND ELIGIBILITY REQUIREMENTS .....</b>	<b>43</b>
ELIGIBILITY.....	44
Eligible Dependents .....	45
Co-ordination of Benefits.....	45
BENEFIT SUMMARY .....	47
LIFE INSURANCE .....	49
ACCIDENTAL DEATH & DISMEMBERMENT .....	49



# **COLLECTIVE AGREEMENT**

**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 the Agreement.

## **ARTICLE 1 – PURPOSE**

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- 1.01** It is the purpose of both parties of this Agreement:
- a) To maintain and improve harmonious relations and conditions of employment between the Employer and the Union;
  - b) To encourage efficiency in operations;
  - c) To consider service to the Client as the paramount concern of both parties;
  - d) To encourage effective communication between the Employer and the Union.

**1.02** This agreement is negotiated specifically to provide orderly collective bargaining relations between the Union, Employer and its employees who are subject to the provisions of this Collective Agreement to secure prompt and equitable disposition of grievances. Furthermore, it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of this Agreement shall not be condoned by either of the parties signatory hereto.

**1.03 Clarification of Terms**

In this Agreement, wherever the words “he”, “his”, “her” or “him” appear, it shall be construed as meaning any employee, male or female.

Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

**1.04 Work Performed – Members of the Bargaining Unit**

No work shall be performed within the bargaining unit by persons outside the bargaining unit except in the event of an emergency or for the purpose of training and/or instructions, product testing and development, and in cases due to absenteeism or immediate need.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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**2.01** The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- a) Maintain order, efficiency, and discipline;
- b) Select, hire, discharge, transfer, classify, promote, demote, layoff, rehire, suspend, discipline or discharge for proper cause except at a claim by an employee that he/she has been disciplined or discharged without cause may be subject of a grievance and dealt with in the grievance procedure as set out in Article 7;
- c) Generally manage the industrial enterprise in which the Employer is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used;

- d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

## **ARTICLE 3 – SCOPE AND RECOGNITION**

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**3.01** The Company recognizes the United Food and Commercial Workers Union, Local 247 as the sole and exclusive bargaining agent for all foodservice and catering employees of ARAMARK Canada Ltd. employed at University of British Columbia Okanagan campus (UBC-O), in the City of Kelowna, in the Province of British Columbia, save and except Managers, Sous Chef, Chef, Supervisors and Clerical staff.

**3.02** This Agreement shall not be constructed to extend to or to effect in any way any other phase of the Company's business, branches, divisions, or components not included in this certification. The term "employee" or "employees" used in this Agreement shall be constructed to include only the classifications of employees set forth in this article and Schedule "A".

**3.03** The Union recognized that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried on at the premises of the Company except as specifically authorized by the provisions of this Agreement.

**3.04** No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union a violation of any provisions of this Agreement.

#### **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

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**4.01** The Union agrees that there shall be no strike, walkout or other interruption of work by any employees or group of employees during the term of this Agreement. The Employer agrees there shall be no lockout during the term of this Agreement.

#### **ARTICLE 5 – UNION REPRESENTATION**

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**5.01** The Employer recognizes that Shop Stewards may be elected or appointed by the Union. The Union may elect or otherwise appoint up to five (5) Union Stewards at the worksite for the purpose of this assisting employees in presenting grievances to the Company as set forth in Agreement.

**5.02** The Union shall keep the Company notified in writing of the name of the Steward and the business agent and the effective date of their appointment.

The Company shall not be required to recognize a Steward(s) or committee person until so notified in writing by the Union Local Representative or Delegate.

**5.03** It is agreed that the Steward shall continue to perform his/her regular work in order to maintain efficiency of operations. However, in accordance with the understanding, should it be necessary to assist an employee in presenting a grievance during working hours, he/she will not leave his work without first obtaining permission from his/her supervisor or his/her designate necessary to assist employees in presenting a grievance during a shift when there is no supervision. The Union agrees that the steward will not abuse his/her privilege under this paragraph, by absenting himself/herself from work in an unreasonable manner and for more time that reasonably required to handle the grievance.

**5.04** It is agreed that the Steward will not absent himself/herself from work unnecessarily during working hours for the purpose of servicing grievances hereunder. In return for this undertaking, the

Company will compensate the Steward at their regular straight time hourly rate for time spent during regular working hours for such purposes, provided the procedure under 5.03 is followed. The Company reserves the right to limit the time spent in the servicing of a grievance if it deems the time taken to be excessive. This section is not to be interpreted in such a manner as to disqualify the Steward from premium rates if he/she is so entitled.

**5.05** The parties agree that where possible the Stewards will conduct union business after working hours so as to minimize disruption to the workplace.

**5.06** There will be no intimidation, interference, restraint or coercion exercised upon employees of the Company or soliciting of grievances by the members of representatives of the Union.

**5.07** The Company will recognize a Union negotiating committee of not more than four (4) employees.

**5.08 Union Visits**

An authorized representative or executive officer of the Union shall be permitted, with the consent of the Location Manager, which will not be unreasonably denied, to talk with an employee regarding Union

matters during regular working hours. The interview of such employee by the Union representative or Executive Officer shall be carried on in a place provided for, and designated by, the Employer. Time taken by such interview in excess of five (5) minutes shall not be on Employer time. Time taken for such visits shall not disrupt the serving of customers or scheduled activities.

## **ARTICLE 6 – UNION DUES**

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### **6.01 Union Check-Off**

- a) With written authorization, the Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues;

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer once each accounting period following the date of deduction;

- b) The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations,

retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee;

- c) A statement provided monthly showing the name, home address, telephone number, employee number, and postal code of all bargaining unit employees;
- d) The Union shall indemnify and save harmless the Company from any and all claims, disputes, and forms of liability by reason of its acting hereunder.
- e) It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

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- 7.01** a) A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement;

- b) It is the mutual desire of the parties that complaints from employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he/she has discussed with the immediate supervisor and given his/her immediate supervisor an opportunity of adjusting the complaint before proceeding to Step 1.

**7.02** An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step #1:** Within seven (7) working days of the alleged occurrence or circumstance giving rise to the grievance, the employee may present his grievance with details of the complaint in writing to the immediate supervisor. The immediate supervisor or his/her designated representative shall give their response in writing within seven (7) working days. If no response is received by the seventh day or such response is not satisfactory, the employee may proceed to Step 2.

**Step #2:** If such reply from Step #1 is not satisfactory, the Union may present the grievance in writing on behalf of the employee to the Food Service Director of designate. The Food

Service Director of designate will render their decision, in writing, within seven (7) working days from receipt of the Step #2 grievance.

- 7.03** Where a dispute involving a question of general application or interpretation occurs, the policy grievance shall be in writing and submitted at Step #2 of the grievance procedure.
- 7.04** If the grievance is not settled, either party may submit the grievance to Arbitration as outlined in Article 8.
- 7.05** In determining the time limits of the grievance procedure and arbitration process, Saturdays, Sundays, and Statutory Holidays shall be excluded.
- 7.06** Prior to presenting notice of discipline or discharge to an employee, the Employer will notify the employee of their right to Union representation at the meeting.

## **ARTICLE 8 – ARBITRATION PROCEDURE**

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- 8.01** Disputes that are carried to arbitration shall be heard before an arbitration panel, or if the parties so agree, a sole arbitrator.

- 8.02** When either party requests that a grievance be submitted to arbitration as herein with provided, it shall notify the other party within thirty (30) days of the decision at Step 2. The Company and the Union shall attempt to agree to a Chairman within thirty (30) days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Relations Board for determination.
- 8.03** No person may act as a board member who has been involved in an attempt to negotiate or settle a grievance.
- 8.04** The decision of a majority of the Board of Arbitration and failing a majority decision or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto.
- 8.05** Each of the parties hereto will bear the expenses of its board member to the Board of Arbitration; the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator.
- 8.06** The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor add to or subtract from this Agreement, but shall base its

decision on the contractual rights of the parties as disclosed by this Agreement.

- 8.07** No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

## **ARTICLE 9 – LAYOFF AND RECALL**

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- 9.01** In the event of a reduction in the work force, the employee(s) with the least seniority in their classification shall be laid off first provided the employee(s) retained on this basis have the qualifications, skill(s), ability, and are competent to do the work available.

In the event of a reduction in the work force an employee shall exercise their seniority to displace the most junior employee in their classification in the bargaining unit provided the employee has the qualifications, skill(s), and ability and is competent to do the work available.

- 9.02** Recall of employee(s) on lay-off shall be in the inverse order of lay-off, by classification, provided the employee(s) being recalled has the qualifications,

skill(s), and ability and is competent to do the work available.

### **9.03 Seasonal Layoff**

If the Employer needs to reduce staff due to fluctuations in the work requirements in accordance with the University calendar, the employee will receive two calendar weeks' notice of layoff and the notice will contain the last day of work and an expected date of recall to work.

Employees will be laid off in reverse order of seniority, provided the employee is qualified for the available work. An employee may elect to accept layoff instead of displacing a less senior employee.

Lay-offs of seven (7) calendar days or less or seasonal layoffs such as Christmas, Reading Weeks or Summer Layoff shall be done by classification seniority without bumping into the other campus locations operated by the Employer. Notice of Layoff and Recall during these periods shall be by posting including the expected return to work date.

Employees may also notify the Employer of their availability for casual employment. Employees will be selected for casual work which they are qualified to

perform in order of seniority. If an employee chooses not to be available for work during the seasonal layoff, such decision will not affect the employee's recall rights.

#### **9.04 Permanent Layoff**

The individual and group termination provisions of the Employment Standards Act shall apply to employees who are permanently laid off.

A permanent layoff shall be defined as a minimum of thirteen (13) weeks but in any event no longer than six (6) months.

An employee may take any severance entitlement pursuant to the Employment Standards Act after thirteen (13) weeks of layoff and shall forfeit any right to recall. For those employees exercising their full right of recall they shall be severed and entitled to any unpaid severance at the expiry of the recall period of six (6) months and lose their seniority rights in accordance with Article 10.05.

## **ARTICLE 10 – SENIORITY**

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### **10.01 Definition**

Seniority shall be defined as one's length of service as determined by original date of hire.

### **10.02 Probationary Period**

Employees shall be considered to be probationary employees until they have been employed ninety (90) calendar days. During the probationary period they will not be entitled to Seniority but shall have their Seniority adjusted to date of original hire once they have concluded the probationary period. During the probationary period specified in this Agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.

### **10.03 Bargaining Unit Seniority**

Except as provided elsewhere in this agreement, seniority shall be applied on a bargaining unit-wide basis.

### **10.04 Location Seniority**

The parties agree that, for the purposes of scheduling weekly hours of work, service location seniority shall apply. Location seniority for an employee will

commence upon their first shift worked at the location. If an employee regularly works at more than one (1) location, they will be deemed to have a Primary and Secondary Location; the Primary Location will be where they regularly work the majority of hours per week. Without limiting the generality of the foregoing, seniority at one's service location shall apply in the event that hours of work are offered for the Summer Layoff period.

#### **10.05 Seniority Lists**

The Employer shall provide to the Union a semi-annual seniority list containing all active employees and identify their status. The Employer will provide the list in October and February of each year.

#### **10.06 Loss of Seniority**

Seniority shall commence with employment in the bargaining unit and shall apply after completion of the probationary period. An employee shall lose their seniority and be deemed terminated if they:

- i) resign;
- ii) are discharged and not reinstated pursuant to the grievance and arbitration procedure as provided for in the Collective Agreement;

- iii) fail to return to work within seven (7) calendar days following notice of recall by Registered Letter to their last known address on file with the Employer. It is the responsibility of employees to keep the Employer informed of their current mailing address;
- iv) are laid-off without recall for six (6) months;
- v) are absent from work for three (3) consecutive scheduled days without notification to the Employer unless such failure is a result of circumstances beyond the control of the employee.
- vi) overstay a leave of absence granted by the Company without securing an extension in writing, unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company in writing of the circumstances and probable return date; or if he takes employment other than that declared and agreed upon when applying for the leave of absence.

## **ARTICLE 11 – JOB POSTING**

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- 11.01** All vacant and new positions shall be posted on the bulletin board in each food service location for a period of five (5) working days. Postings shall be filled by seniority, provided the applicant has the required qualifications, skills and abilities necessary to perform the job.
- 11.02** The Employer shall determine and identify all job vacancies arising as a result of employees not exercising a right of recall and post such vacancies for the upcoming school year during the first week of August. Such vacancies shall be posted in accordance with Article 11.01 and online, and shall be open to any members of the bargaining unit.

## **ARTICLE 12 – HOURS OF WORK**

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- 12.01**
- a) All Employees shall be entitled to maximize their hours of work per week based on their seniority.
  - b) A Full Time Employee shall be any employee who is regularly working a minimum of twenty four (24) hours per week.

- c) A Part Time Employee shall be any employee who is working less than twenty four (24) hours per week.

**12.02** Employees shall be scheduled on the basis of Location Seniority and Availability. Employees with Primary Location Seniority will be given priority to work at a given service location in preference to those with Secondary Location Seniority at that location.

**12.03** All employees shall provide an updated availability form to the Employer in September or upon hire, whichever comes first, and in January of each year.

**12.04** The Employer will take into consideration changes to availability outside of Article 12.03; however, there will be no guarantee of an adjustment to an employee's assigned shift schedule.

**12.05 Meal Periods**

- a) Employees working a scheduled shift of four (4) hours or more will be entitled to one (1) paid fifteen (15) minute rest break.
- b) Employees working a scheduled shift of five (5) hours or more will be entitled to one (1)

uninterrupted meal period of thirty (30) minutes without pay.

- c) Meal periods will be scheduled as near mid-shift as possible.
- d) Meal and Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before the end of the shift.

## **12.06 Daily Hours of Work**

- a) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shift shall be worked except by the mutual agreement of the employee and Employer. The Employer will notify the Union of any split shifts worked.
- b) All Full Time Employees shall be scheduled for shifts of a minimum of four (4) hours duration. Upon mutual agreement of the employee and the Employer, only Part Time Employees may" be scheduled for shifts of less than four (4) hours and only upon the mutual agreement of the employee and Employer. The Employer will notify the Union of any shifts that are less than four (4) hours.

## **ARTICLE 13 – OVERTIME**

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- 13.01** For the purposes of overtime, the normal work day is eight (8) hours and the normal work week is forty (40) hours.
- 13.02** All time worked in excess of the normal work week or work day, as defined above, shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate for the first two (2) hours overtime worked in anyone (1) day, and double time (2X) the regular rate for all hours worked in excess of two (2) hours overtime.
- 13.03** Compensating time off shall not be given in lieu of overtime pay.
- 13.04** All overtime must be authorized in advance by the Food Service Director or Designate.
- 13.05** When overtime of two (2) or more hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.
- 13.06** Overtime shall be by mutual consent, and shall be first offered to the most senior employee on the shift and within the classification, and thereafter in decreasing order of seniority and within the classification,

provided the employee has the ability to perform the normal requirements of the job. If no employee wishes to accept the overtime, then management will assign the job function to such other employee who is available and who has the ability and is qualified to do the work.

## **ARTICLE 14 – GENERAL PROVISIONS**

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### **14.01 Personnel Files**

Employees will be provided with access to their personnel files within twenty-four (24) hours of the request.

### **14.02 Bulletin Boards**

The Employer shall provide a Union Bulletin Board which shall be placed in an area accessible to all employees for the purpose of posting official Union notices.

### **14.03 Schedules**

All work schedules will be posted by Wednesday evening two weeks in advance of the workweek in question.

#### **14.04 Change in Schedules**

In situations other than emergencies, the Employer will endeavor to provide twenty four (24) hours notice of change to affected employees.

#### **14.05 Days Off**

Wherever possible, employees shall receive two (2) consecutive days off in each seven (7) days.

#### **14.06 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.

**14.07** When the Employer requires an employee to attend work-related training, seminars or courses, the Employer will cover the cost of the required training. The Employer will pay the employee's regular rate of pay for attendance and travel time, if applicable, up to the employee's regular shift(s) on the day(s) involved.

#### **14.08 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 has been taken by the employee concerned.

## **ARTICLE 15 – MATERNITY LEAVE**

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**15.01** 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.

**15.02** 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.

**15.03** 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.

### **15.04 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 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' notice of his/her intention to end the leave and the planned date of return.

**15.05** 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.

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

**15.07 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.

## **ARTICLE 16 – JURY DUTY**

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**16.01** 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.

## **ARTICLE 17 – COMPASSIONATE CARE LEAVE**

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**17.01** Employees shall be entitled to compassionate care leave in accordance with the Employment Standards Act.

## **ARTICLE 18 – PERSONAL LEAVE**

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**18.01** Employees shall be granted a leave of absence without pay for personal reasons, for a period of time not to exceed two (2) months subject to operational needs. Requests for personal leave will not be unreasonably denied. The Employer will provide written reasons for any denials of personal leave requests.

**18.02** It is understood that employees may request an extension to their leave of absence and the employer shall not unreasonably deny the said leave or extension.

**18.03** This leave shall not result in a loss of seniority.

**18.04** Where possible, the employee shall give the Employer a minimum of two (2) weeks' notice when requesting personal leave.

## **ARTICLE 19 – UNION LEAVE**

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**19.01** Leave of absence without pay shall be granted upon request:

a) Up to four (4) elected or appointed representatives of the Union to attend union meetings, union training, conferences and conventions. Such leave of absence shall not be granted to employees within the same Food Service Location.

b) For up to four (4) employees who are representatives of the Union who are part of the Bargaining Committee.

**19.02** Such requests shall be submitted in writing by the Union. The Union shall make reasonable efforts to provide a minimum of fourteen (14) days' notice.

**19.03** Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked for the purposes of seniority.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

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**20.01** In the event of death in the immediate family of an employee, the employee will be granted three (3) days leave with pay with consideration given to travel time for attending the funeral. This period may be extended by up to two (2) days leave without pay if reasonable justification is provided to the Company.

**20.02** For the purpose of this Article, the term "immediate family" shall be defined as spouse, common-law spouse, same-sex spouse, employee's parents, spouse's parents, step parent, legal guardian/ward, child, step-child, sibling, step-sibling, grandparent, grandchild, step-grandparent and step-grandchild.

**20.03** In the event of death of an aunt, uncle, niece, nephew, or any relative living in the household of the employee, the employee will be granted two (2) days leave with pay. This period may be extended by up to two (2) days leave without pay if reasonable justification is provided to the Company.

## **ARTICLE 21 – PAY DAYS**

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- 21.01** The Employer is committed to the early resolution of payroll concerns. If an employee has a concern with regards to their payroll, they should immediately bring it to the attention of their Department Manager or Office Manager.
- 21.02** Pay to employees shall continue to be made by direct deposit into the employee/s bank account. Pay stubs for each pay period shall be provided promptly to employees.

## **ARTICLE 22 – HEALTH AND WELFARE PLAN/SICK DAYS**

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- 22.01** The Employer shall continue to offer the Health and Welfare Plan to all eligible employees effective Date of Ratification and on the same basis and with the same plan benefits as provided as of January 1/2011. The Employer may change insurance carriers provided it does not cancel or reduce the level of benefits in any way unless otherwise agreed to with the Union.
- 22.02** After one year of continuous service, employees are eligible for a maximum of five (5) paid days of absence due to accident or illness in any one calendar year. Employees may be required to provide Employer with medical proof of inability to attend work. Unused sick

leave may not be banked for use in a subsequent year, and will not be paid out.

**22.03** In the event that an employee is unable to attend work due to illness or other reasons deemed acceptable to the Employer the employee must provide the Employer with as much notice as possible, but in any event, not less than one (1) hour prior to the commencement of their scheduled shift.

### **Sick Notes**

The Employer will not require Doctor's certificates from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or
2. The duration of the absence, or circumstances surrounding the absence, require justification.

## **ARTICLE 23 – GENERAL HOLIDAYS**

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**23.01** 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
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments.

**23.02** 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.

**23.03** 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 the holiday, he/she will be paid

at time and a half (1.5X) his/her regular rate for the hours worked, plus his/her holiday pay.

## **ARTICLE 24 – VACATIONS**

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**24.01** The vacation year shall be anniversary date to anniversary date.

**24.02** Vacations shall be granted on the following basis:

- a) After one (1) year of continuous service with the Employer - two (2) weeks' vacation
- b) After three (3) years - three (3) weeks of vacation
- c) After nine (9) years - four (4) weeks of vacation
- d) After fifteen (15) years – five (5) weeks of vacation

Such time off will be without pay as the Employer has opted to provide all employees with their vacation pay each payday and documents the amount on the paystub.

**24.03** Vacation pay shall be paid each payday on the following basis:

- a) Employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their gross earnings;
- b) Employees with three (3) years or more of continuous employment with the Employer shall receive six percent (6%) of their gross earnings;
- c) Employees with nine (9) or more years of continuous employment with the Employer shall receive eight percent (8%) of their total earnings as vacation pay.
- d) Employees with fifteen (15) or more years of continuous employment with the Employer shall receive ten percent (10%) of their total earnings as vacation pay.

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

**24.05** Vacation periods shall be scheduled at time mutually agreeable to the Employer and the employees. Requests for vacation will be submitted in writing by February 28th each year. Vacation schedules shall be confirmed by March 31st. If the request for vacation

time is not made by the employee by February 28th, the vacation time will be granted at the Employer's discretion.

**25.06** 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.

**24.07** Any employees who, as of the date of ratification of the collective agreement, are receiving more vacation time and pay per year than provided for under subparagraphs (2) and (3), shall not have such vacation entitlements reduced.

## **ARTICLE 25 – WAGES**

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<b>GREENTHREAD</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Cook 1	15.44	15.75	16.22	16.54
Cook 2	13.52	13.79	14.20	14.48
Dishwasher	12.22	12.46	12.83	13.09
General Help	12.22	12.46	12.83	13.09
Team Lead*	16.48	16.81	17.31	17.66

<b>SUNSHINE</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Baker	13.52	13.79	14.20	14.48
Cook 1	15.44	15.75	16.22	16.54
Cook 2	13.52	13.79	14.20	14.48
Stock-Keeper / Shipper-Receiver	13.52	13.79	14.20	14.48
General Help	12.22	12.46	12.83	13.09
Dishwasher	12.22	12.46	12.83	13.09
Team Lead*	16.48	16.81	17.31	17.66

<b>HOTSPOT</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37

<b>ARTS BUILDING</b> (Revvup & Tim Horton's)	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Team Lead*	16.48	16.81	17.31	17.66

<b>TIM HORTONS</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Baker	13.52	13.79	14.20	14.48
Team Lead*	16.48	16.81	17.31	17.66

<b>STARBUCKS</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Team Lead*	16.48	16.81	17.31	17.66

<b>CATERING</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Wait Staff	12.22	12.46	12.83	13.09
Team Lead*	16.48	16.81	17.31	17.66

<b>EM EATS</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Cook 2	13.52	13.79	14.20	14.48
Team Lead*	16.48	16.81	17.31	17.66

<b>SUBWAY</b>	<b>SAR</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
Cashier	12.48	12.73	13.11	13.37
Team Lead*	16.48	16.81	17.31	17.66

## **ARTICLE 26 – DISCIPLINE AND DISCHARGE**

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### **26.01 Disciplinary Notices**

Disciplinary notices against employees shall be stricken from the employees' record twenty-four (24) 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.

### **26.02 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.

## **ARTICLE 27 – SICK LEAVE BENEFITS AND WCB**

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### **27.01 Medical Documentation**

Where the Employer requests that the employee provide a completed Attending Physician's Report (APR), the Employer shall reimburse the employee up to sixty (\$60.00) dollars towards the cost on receipt of proof of payment.

Eligible sick benefits are pending receipt of sufficient medical documentation. The Employer reserves the

right, at its expense, to request a second medical opinion from a third party medical provider, selected by the Employer, regarding disability, illness, restrictions and expected return to work.

## **ARTICLE 28 – DURATION OF AGREEMENT**

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**28.01** This Agreement shall be for the period from and including June 15, 2015 to and including June 14, 2019, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding June 14, 2019, 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;

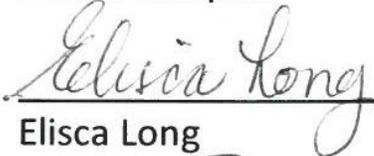
(2) The Employer gives notice of lock out in compliance with the Labour Code of British Columbia.

Signed this 7<sup>th</sup> day of April, 2017

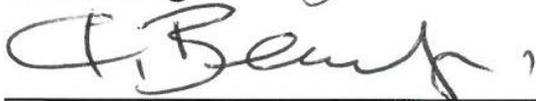
For the Union:



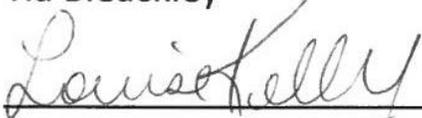
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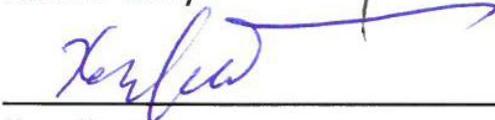
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Tia Bleackley

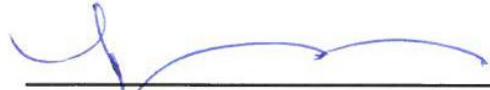


Louise Kelly



Ken Parton

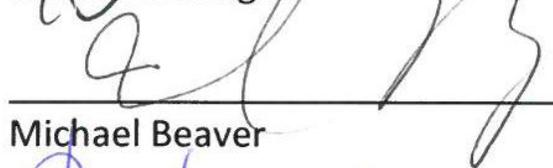
For the Employer:



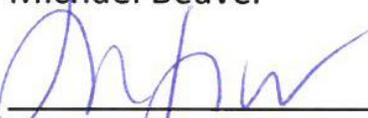
Katherine Jones



Natalie McHugh



Michael Beaver



Mina Fior

## **LETTER OF UNDERSTANDING #1 - RED CIRCLED EMPLOYEES**

The following employee is red-circled. The below listed employee will receive a \$400 amount per year in lieu of any wage increase in the years where, during the term of the collective agreement, they are at or over scale.

Hayashi, Aiko (\$400 in all 3 years)                      14.25

## **LETTER OF UNDERSTANDING #2 – BENEFIT SUPPLEMENT**

All employees will receive one hundred dollars (\$100.00) after Ratification to use to supplement their benefit plan.

All employees will receive one hundred dollars (\$100.00) in June of 2017 to supplement their benefit plan.

All employees will receive one hundred dollars (\$100.00) in June of 2018 to supplement their benefit plan.

## **LETTER OF UNDERSTANDING #3 – TIME CLOCKS / TIME SHEETS**

In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by the Article shall be subject to discipline.

# APPENDIX "A" - HEALTH & WELFARE PLAN SUMMARY OF BENEFITS AND ELIGIBILITY REQUIREMENTS

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ARAMARK

GROUP BENEFITS PLAN

for

FULL-TIME HOURLY EMPLOYEES of ARAMARK CANADA

At

OKANAGAN UNIVERSITY COLLEGE

Effective Date:

January 1, 2011

ARAMARK Group Benefits Division 24 (OK)

Component # 3682, 3683, 3684 and 3765

Manulife Financial Plan Numbers:

Medical 85720

Dental 85721

**The *ARAMARK Canada Ltd. Employee Benefits Program* provides important protection for you and your eligible family members.**

This booklet is designed to help you understand and appreciate the value of your total benefit program. We encourage you to take this opportunity to share the information and options contained in this booklet with your family.

- If you have any questions about your benefits, please speak to your Supervisor or call Manulife at 1-800-268-6195. You can also contact Manulife through their website at [www.manulife.com/groupbenefits](http://www.manulife.com/groupbenefits)

**ARAMARK Canada Ltd.**  
**Employee Benefits Department**

**ELIGIBILITY**

For Life Insurance, Medical, and Wage Continuation, you are eligible for coverage on the first (1<sup>st</sup>) day of the month following your completion of three (3) months of full-time employment provided you are regularly scheduled to work twenty one (21) hours per week or more. Enrollment is mandatory.

For Dental Insurance, you are eligible for coverage on the first (1<sup>st</sup>) day of the month following your completion of three (3) months of full-time employment provided you are regularly scheduled to work twenty one (21) hours per week or more. Enrollment is optional at the time of initial enrollment. Once you are enrolled for this benefit you cannot opt out or opt in unless you have a qualifying event (i.e.: Spouse gains coverage, marriage, etc).

**Please note** that if you do not enroll within 31 days of your earliest eligibility, reimbursement will be limited to \$100 per covered individual for the first year of their coverage.

If you choose to have Dependent (family) coverage, your eligible dependents will be covered on the same day that you become eligible.

### **Eligible Dependents**

Your eligible family members can be your spouse (legal or common-law), your unmarried dependent children aged twenty or under (or up to age 25 if they are a full-time student) or any physically or mentally handicapped child who is totally dependent on you.

### **Co-ordination of Benefits**

This applies to you if you have a spouse who has medical or dental coverage under another plan:

- Claim your personal expenses under the ARAMARK Plan first. If the ARAMARK Plan does not reimburse 100% of your expenses, then claim the unpaid balance under your spouse's plan.
- Claim your spouse's expenses under your spouse's Plan first. If your spouse's Plan does not reimburse 100% of your

spouse's expenses, then claim the unpaid balance under the ARAMARK Plan.

- Claim your dependent children's expenses under the Plan of the parent whose birthday occurs first in the calendar year. If that Plan does not reimburse 100% of your dependent children's expenses, then claim the unpaid balance under the other Plan.

**Calendar Year:** The calendar year is the period from January 1<sup>st</sup>, to December 31<sup>st</sup> the same year.

## **BENEFIT SUMMARY**

**Basic Life:** \$10,000

**Accidental Death & Dismemberment:** up to \$10,000

**Cost of this benefit:** 100% Company Paid.

### **Medical Plan:**

**Annual Deductible:** Single: \$25 per calendar year  
Family: \$25 per person to a maximum of \$75 per family per calendar year

**Reimbursement Level:** 90% of reasonable and customary expenses for eligible medically necessary services, supplies and prescription drugs. Prescription drugs will be covered to a maximum of the cost of the equivalent generic drug product. The only exception to this rule will be if your doctor stipulates "no substitution allowed" on a prescription for a brand name drug. 'Generic' is

the term used to describe a drug product that is equivalent to a brand name drug.

Annual Maximum: Unlimited, except where applicable for specified services and supplies and subject to overall Lifetime Maximum

Lifetime Maximum: \$25,000

Cost of this benefit: 100% Company Paid

**Dental Plan:**

Annual Deductible: None

Reimbursement Level: 100% of eligible expenses according to the Current Provincial Dental Fee Guide.

Annual Maximum: \$1,000 per person per calendar year

Lifetime Maximum: Unlimited

Cost of this benefit: 50% Company Paid  
50% Employee Paid

## **LIFE INSURANCE**

ARAMARK Canada Ltd. believes in the importance of providing you and your family with basic financial protection in the event of your death.

In the event of your death, your beneficiary will receive \$10,000.

## **ACCIDENTAL DEATH & DISMEMBERMENT**

In the event of accidental injury resulting in loss of a limb or loss of life, you or your beneficiary will receive up to \$10,000 depending on the specific injury. The official insurance contract contains a schedule of benefits payable.

**Beneficiary:** "Beneficiary" means the person you designate in writing to receive the Benefits upon your death. If you do not name a beneficiary, any benefit amount will be paid to your estate. Subject to any legal requirements, you may change your Beneficiary at any time by filing the required change form with the ARAMARK Benefits Department.

**Cost of this benefit:** ARAMARK Canada Ltd. pays 100% of the premium cost of this benefit.

**Disability:** In the event you become totally disabled (as defined by the insurance carrier) and the disability continues for at least six (6) months, your Basic Life Insurance will remain in force

without further premium payment, until the earlier of you reaching age 65 or you are no longer disabled. Proof of total disability must be submitted within twelve (12) months of the commencement of the disability.

**Termination of Employment:** If you leave ARAMARK Canada Ltd. for any reason before reaching age 65, you may apply to the insurance carrier to convert your group life coverage to a personal life insurance policy without having to provide proof of insurability. Application for your personal life insurance policy must be made within thirty-one (31) days of leaving ARAMARK.

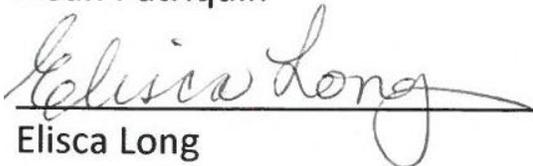
As to all Letters of Understanding and Appendices

Signed this 14<sup>th</sup> day of April, 2017

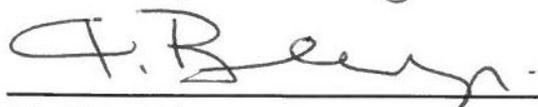
For the Union:



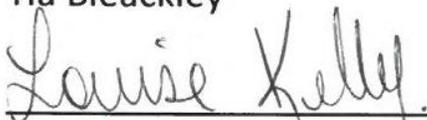
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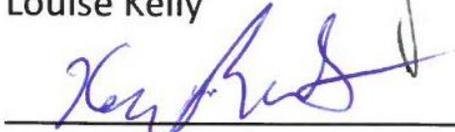
Elisca Long



Tia Bleackley

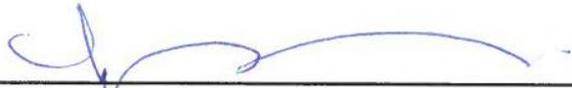


Louise Kelly



Ken Parton

For the Employer:



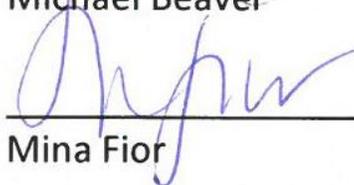
Katherine Jones



Natalie McHugh



Michael Beaver



Mina Fior

# NOTES

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