



COLLECTIVE AGREEMENT

Between

**ARAMARK CANADA LTD.
At Sir Sandford Fleming College
Frost Campus**

and

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

(hereinafter called the "Union")

Effective March 1, 2016
Expiry February 28, 2019

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ARTICLE 1 – PURPOSE

- 1.01 This agreement is designed specifically to provide orderly collective bargaining relations between the Company 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.
- 1.02 The parties are agreed that in accordance with the general purpose of this agreement it is mutually advantageous that the Company operates in an efficient and profitable manner under methods which will further to the fullest extent possible the level of service to the client, the economy of operation, the quality and quantity of output, the cleanliness of the premises and the protection of property.

ARTICLE 2 – MANAGEMENT RIGHTS

- 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, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- (a) Maintain order, efficiency and discipline, operate the facility in a profitable manner;
 - (b) Hire, retire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that a non-probationary employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) Generally to manage the industrial enterprise in which the Company 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; and
 - (d) Make and alter from time to time reasonable rules and regulations governing the conduct of employees during working hours provided that such reasonable rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 3 – SCOPE AND RECOGNITION

- 3.01 The Company agrees to recognize the Union as the bargaining agent for all employees of ARAMARK Canada Ltd. employed in the Company operations at Sir Sandford Fleming College (Frost Campus) 200 Albert Street, Lindsay, Ontario, save and except persons above the rank of Supervisors, Managers, assistant managers and professional employees, office and clerical employees, and sales staff, trainees for management and supervisory positions, maintenance employees, vending supervisors and students.
- 3.02 This Agreement shall not be construed to extend to or to effect in any way any other phase of the Company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in this article and Schedule "A" and shall not be construed to include any other employees of the Company in any of the Company's other divisions, branches or components.
- 3.03 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried out at the workplace except as specifically authorized by the provisions of this Agreement.
- 3.04 Persons other than bargaining unit members shall not perform bargaining unit work to the extent that it causes a lay-off, prevents a recall, causes a reduction of hours or, prevents the hire of a new employee.

ARTICLE 4 – UNION SECURITY

- 4.01 All bargaining unit employees of the Company shall become and remain members of the Union as a condition of employment.
- 4.02 The Company shall remit to the Union, within fifteen (15) calendar days following the employees date of hire, the Union Membership Application Form signed by the new employee.
- (a) The Company shall, during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular bi-weekly Union Dues and such Dues shall be remitted to the Union prior to the fifteenth (15th) of the month in which the deduction is made.
- (b) The Company shall collect membership initiation fees as may be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.
- (c) The Company will provide the Union in January and July a listing of all employees' name, classification, Social Insurance Number, current address and telephone.
- (d) The Company agrees to record the annual Union dues for each employee on his T4 form.

(e) The remittance statement shall be documented by location containing a dues and initiation report which shall be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spread sheet in "Excel", "Quattro Pro", "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information as known to the Company.

- 1) S.I.N.
- 2) Employee Number if applicable
- 3) Full Name (Last/First/Initials)
- 4) Full Address, including City and Postal Code
- 5) Telephone Number (including area code)
- 6) Date of Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time
- 10) Union Dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
- 11) Total Dues Deducted
- 12) Back Dues Owing
- 13) Vacation Pay Breakdown of Dues owing
- 14) Initiation fees Deducted
- 15) Total Initiation Fees Deducted

4.04 The Union shall provide the Company with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.

4.05 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company, from any and all claims, demands, actions or causes of action arising out of, in any way connected with the collection and remittance of such dues.

4.06 The Company agrees to introduce new employees to the Union Steward and the Steward will provide the employee with a copy of the Collective Agreement.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 In accordance with the Labour Relations Act of Ontario, the Union and the Company agree that so long as this Collective agreement continues to operate there shall be no strikes and lockouts or any other interference with, or interruption of the normal conditions of the Company's business by the Union or its' members. The definitions of the terms "strike" and "lock-out" as used above shall be in accordance with the Ontario Labour Relations Act.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Union may elect or otherwise appoint one Steward at the location for the purpose of assisting employees in presenting grievances to the company as set forth in this agreement.
- 6.02 The Union shall keep the Company notified in writing of the name of the Steward and the Local Union Representative and the effective date of their appointment. The Company shall not be required to recognize a Steward or Local Union Representative until so notified in writing of his election or appointment.
- 6.03 No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in Article 2 hereof.
- 6.04 It is agreed that the Steward shall continue to perform his regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, he will not leave his work without first obtaining permission from his supervisor or his designate, which will not be unreasonably withheld. Should the Steward find it 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 privilege under this paragraph, by absenting himself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.
- 6.05 It is agreed that the Steward will not absent himself from work unnecessarily during working hours for the purpose of presenting grievances. In return for this undertaking, the Company will compensate the Steward at his regular straight time hourly rate for the time spent during his regular working hours for such purposes, provided the procedure under clause 6.04 is followed. The Company reserves the right to limit the time spent in the presentation 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 is so entitled.
- 6.06 The parties agree that where possible the Steward will conduct Union business after working hours so as to minimize disruption to the workplace.
- 6.07 The Company and Union agree they shall comply with the provisions of the Ontario Human Rights Code. The Company and Union agree that there shall be no discrimination, interference, restriction or coercion as a result of an employee's membership or activities in the Union or lack thereof.
- 6.08 The Company will recognize a Union negotiating committee of not more than two (2) employees. Employees appointed or elected by the Union to the negotiating committee shall suffer no loss of regular pay per day for each day of negotiations, up to but not including mediation.

In addition, the Employer agrees to fully pay for the cost of the facility in which the negotiation is held. It is understood though that the location of the negotiations will be wholly the choice of Employer however the employer agrees that the location for bargaining will not be held greater than seventy-five (75) kilometers from Lindsay, Ontario, and that employees on the Union's negotiation committee will be reimbursed for their mileage expenses according to the Company's current mileage reimbursement rate at the time of negotiations.

- 6.09 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of its Business Representative.
- 6.10 Any employee, who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management.
- 6.11 The Union Representative shall have access to the Company's premises to visit the members of the Union and to provide assistance for the members when dealing with the Company. The Union realizes that the Company does not own the premises in which the employees work. Such visits shall not unduly interfere with the Company's operations or the client's business.
- 6.12 (a) Prior to imposing discipline on an employee, the Company shall advise the employee that they may have a Steward present if they so desire.
- (b) If the employee desires to have a Steward present and a Steward is not available, this condition will be brought to the attention of the employee. The meeting that imposes the discipline will then be postponed until a Steward is available. This shall not prevent the Company from removing the employee from the workplace until such time a Steward is available.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement, and must be submitted to the Company within five (5) working days of the event in question, or five (5) working days from the time the employees or the union should reasonably have known of the occurrence of the event upon which the grievance is based, and must be submitted to the Company in writing within ten (10) calendar days, in accordance with the following procedure.

STEP 1 An employee who has a complaint or question shall discuss the matter with his Manager within five (5) working days of the action giving rise to the complaint or question. The employee may be accompanied by a Steward if they so desire. If the two parties do not reach an

understanding, then the next step of the grievance procedure may be invoked.

STEP 2 The grievance shall be submitted in writing to the Food Service Director within ten (10) calendar days of the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. The Food Service Director and the Steward shall endeavour to arrange a satisfactory settlement within ten (10) calendar days. If such a settlement cannot be reached then the next step of the grievance procedure may be invoked.

STEP 3 Two copies of the written grievance shall be forwarded to the District Manager and the Union Representative. The District Manager and the Union Representative shall confer and try to reach a settlement within ten (10) calendar days, or any other such time period they may agree upon.

If the matter is settled, the settlement shall be stated, in writing, and signed by the District Manger and the Union Representative. Failing settlement the District Manager shall provide a written response within five (5) days.

7.02 The time limits may be extended by mutual consent of both parties.

7.03 Group Grievance

The Company will recognize a group grievance as one, which affects more than one employee with respect to whom the issues and facts are the same. A group grievance shall commence at Step No. 1 and all names of such grievors shall be contained on a separate attached sheet.

7.04 Policy Grievance

The Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.

7.05 A claim by an employee who has completed his probationary period that he has been discharged from his employment without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the District Manager or his designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

7.06 The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company. The Company and Union further agree that probationary employees shall not have access to the grievance and arbitration procedures with respect to their discharge.

- 7.07 Disputes that are carried to arbitration shall be heard before an arbitration panel, or if the parties so agree, a sole arbitrator.
- 7.08 When either party requests that a grievance be submitted to arbitration as herewith provided, it shall notify the other party within fifteen (15) calendar days of the decision at Step 3. The Company and the Union shall attempt to agree to a Chairman within fifteen (15) calendar days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Management Arbitration Commission for determination.
- 7.09 No person may act as a board member who has been involved in an attempt to negotiate or settle a grievance.
- 7.10 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.
- 7.11 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.
- 7.12 The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement, nor to add to or subtract from this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
- 7.13 No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.
- 7.14 Any and all time limits referred to under the Arbitration Procedures herein, may, at any time, be extended by written agreement between the Company and the Union.

ARTICLE 8 – SENIORITY

- 8.01 Seniority shall mean the length of continuous employment in an employee's classification in the bargaining unit from the last date of hire with the Company.
- 8.02 (a) Probationary employees may grieve any matter covered by the Collective Agreement. However, with respect to grievances related to discipline and/or termination from employment, probationary employees are not entitled to just cause protection and may only grieve to the extent that such discipline and/or termination from employment was exercised in an arbitrary, bad faith and/or discriminatory manner.
- (b) An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of sixty (60) working days in a twelve

(12) month period. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work.

- 8.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:
- (a) by voluntarily leaving the employ of the Company;
 - (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
 - (c) if an employee has been laid off and fails to reply to a recall notice, within five (5) days of its mailing by registered mail or being sent a telegram to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
 - (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence 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;
 - (e) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
 - (f) if an employee is absent from work for two (2) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;
 - (g) if a seniority employee is laid off and not recalled within twelve (12) months from the date of lay off or the length of their seniority, whichever is lesser;
 - (h) if an employee is absent due to occupational illness or accident for a period of twenty-four (24) months from the date the accident occurred or the illness commenced, subject to the Human Rights Code;
 - (i) if an employee is retired in accordance with in law.
- 8.04 Bargaining unit employees who accept promotion or transfer out of the Bargaining Unit for a period of three (3) months shall lose all Bargaining Unit Seniority.
- 8.05 Seniority, qualifications, skill(s) and ability to perform the work required shall be the governing factors in temporary assignments.

- 8.06 In January and July of each year, the seniority list, including the employee's seniority and service date shall be posted in the various departments and a copy mailed to the Union.

ARTICLE 9 – JOB POSTING

- 9.01 The Company shall post notice of a permanent job vacancy within the bargaining unit for five (5) working days and any successful candidate shall be moved to his new position as soon as it is practical to do so.
- 9.02 The basis the Company shall use in selecting the successful candidate is qualifications, skill(s) and ability for the job required. Only when two (2) or more employees have equal qualifications, skill(s) and ability to do the job required, shall seniority be the governing factor in making the selection.
- 9.03 It is agreed that a successful candidate will not be entitled to bid on any other vacant position for a period of six (6) months from the posting of notice referred to in Article 9.01.
- 9.04 The Company reserves the right to fill a vacant position with a person of their choice in the event that no bids are received or if the applicants do not meet the criteria for the job which are outlined in Article 9.02.
- 9.05 When an employee commences a new position, for a period of one month, the employee will be on a trial period. Within a trial period, the employee or the Company may elect to have the employee return to his former position in the event that the employee cannot perform the position satisfactorily or the employee wishes to return to his former position.

This provision is subject to the employee's former position existing and is subject to the seniority provisions of the Collective Agreement.

- 9.06 Prior to hiring new employees, the Company will comply with Article 9.02. However, the Company may temporarily fill a vacancy during the call back period described above.

ARTICLE 10 – LAY-OFF AND RECALL

- 10.01 In the event of a permanent reduction in the workforce, the employee(s) with the least seniority in their classification in their location shall be laid off first provided the employee(s) retained on this basis have the qualifications, skill(s) ability and is competent to do the work. In regards to normal vacation lay-off the Company will maintain current practice.

In the event of a reduction in the workforce 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), ability and is competent to do the work.

10.02 In the case of a permanent lay-off, employees will be permitted to exercise their seniority on a bargaining unit-wide basis subject to the provisions of Article 10.01.

10.03 Recall of the employee(s) on lay-off shall be in the inverse order of lay-off, by classification, by location, provided the employee(s) being recalled has the qualifications, skill(s), ability and is competent to do the work available. All other recalls will be done as per current practice.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Personal Leave

The Company may, in its sole discretion, authorize a leave of absence without pay and benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager.

11.02 Bereavement Leave

Leave of absence of up to three (3) days with pay may be granted to an employee as bereavement leave to arrange and/or attend the funeral of a member of the immediate family. Immediate family shall mean the employee's father, mother, husband/common-law husband, wife/common-law wife, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, child, grandchild, mother-in-law, father-in-law or grandparent. In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment of ceremony. A leave of absence of up to one (1) day with pay may be granted to an employee as bereavement leave to arrange and/or attend the funeral of the employee's aunt or uncle. This period may be extended by up to two (2) days without pay if reasonable justification is provided to the Company.

11.03 Jury Duty

An employee who is required for jury duty may receive compensation from the Company of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses, provided that the employee:

- (i) notifies the Employer immediately of the employee's notification that he will be required to attend court; and
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) presents proof of the amount of pay received for such service.

11.04 Maternity / Parental / Adoption leave shall be granted as a right as per the Employment Standards Act.

11.05 The Company shall grant leave of absence without pay to Union Stewards to attend Union conventions or educational sessions. Such leave must be applied for at least three (3) weeks in advance and all leaves for all employees shall not exceed twenty (20) working days per year.

11.06 Return from Leave

An Employee returning from an approved leave such as; sick leave, Union leave, maternity leave, bereavement leave or leave due to a work related injury will return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence, provided a job exists which they are immediately capable of undertaking, and, they have the necessary seniority to retain such position. The provisions of the Employment Standards Act shall be in force in any event. A doctor's certificate may be required to determine the type of work the employees is able to perform.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Any hours worked by an employee in excess of forty (40) hours per weekly period shall be compensated at the rate of time and one half (1 ½) his regular straight time hourly rate.

12.02 The work week shall commence and reflect the pay schedule cycle of the Company.

12.03 The operation of the Company can, and the Company shall have the right to, establish operations on a seven (7) day a week basis. Where operational conditions permit the Company will endeavour to schedule employees on a five (5) day, forty (40) hour a week schedule.

12.04 The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts and the arrangement of shifts shall be determined on an ongoing basis by the Manager.

Nothing in this Collective Agreement shall be construed as a guarantee as to the hours of work per day nor as to the hours of work for any other period of time nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement employees will only be paid for hours actually worked.

12.05 The Employer agrees to schedule employees in order of seniority Monday to Friday. It is further agreed if weekend work becomes available, it will be offered by seniority. Senior employees have the right to refuse weekend work. If all employees refuse the employee(s) with the least seniority, that have the qualifications, skill and ability for the job required will be scheduled to work.

12.06 All employees who work in excess of five (5) consecutive hours in a shift will take a one half (½) hour unpaid lunch break.

12.07 All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours he shall be entitled to a second additional fifteen (15) minute break after lunch.

12.08 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible and in any event not later than one (1) hour before commencement of the shift he was due to report for. An employee with a start time of 8:00 a.m. or later, shall provide at least two (2) hours notice.

When notifying the Company of absence, an employee must give an estimated date of return. If later he is unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

12.09 The Company reserves the right to request medical evidence of the employee's condition after two (2) days unless it is deemed habitual or is deemed questionable.

In addition, the Company reserves the right to send the employee for a second medical opinion, from a physician selected by the Company, at the Company's cost, if such an illness is in excess of two (2) days or is deemed habitual or is deemed questionable.

ARTICLE 13 – HOLIDAYS

13.01 a) All employees who are not required to work on any of the following days shall receive a normal day's payment at his regular straight time hourly rate for the celebration of the holidays listed hereunder, provided the employee works their complete shift on both the last and first scheduled day immediately before and after the holiday respectively;

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

b) If a day off in lieu of a paid holiday is requested, it may be granted within thirty (30) days preceding or succeeding the paid holiday.

13.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one half (1 ½) their regular straight time hourly rate for the hours they work on the holiday.

13.03 Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive his holiday pay.

13.04 In no event will an employee who is absent on one or both of the qualifying days referred to in Article 13.01 receive payment for the holiday unless such an employee should have a justifiable reason.

ARTICLE 14 – VACATIONS

14.01 The Company shall grant vacations in accordance with Company practice as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 year but less than 5 years of employment	2 weeks
5 years but less than 10 years of employment	3 weeks
10 years but less than 15 years of employment	4 weeks
15 years but less than 30 years of employment	5 weeks
30 years or more of employment	6 weeks

14.02 The vacation year shall be from July 1 to June 30 each year.

14.03 Vacation pay will be paid out at the end of the academic year layoff, at the end of the vacation year if applicable and when requested. Such requests must be provided in writing on a Vacation Request Form and allow two weeks notice from the pay period end date for administration purposes.

14.04 It is understood that vacation entitlement shall be taken in accordance with work requirements and length of service. The Company will endeavour to accommodate employee's vacation requests, however, vacation schedules may necessarily be subject to the vacation schedules as programmed by the company's client.

Where necessary, staff will be required to maintain those services deemed necessary by the Company during such periods.

14.05 All vacation weeks must be used in the vacation year. Employees shall not be entitled to carry forward their vacations for one year to the next.

14.06 An employee who terminates his employment for whatever reason and has not received his vacation pay allowance as provided herein will receive at time of termination a percentage of his earnings as stipulated in 14.03 above.

ARTICLE 15 – HEALTH AND SAFETY

15.01 The Company agrees to make responsible provisions for the safety and health of the employees. Dangerous practices and devices shall be reported to the Company and the necessary precautions to eliminate such hazards will be taken.

15.02 The Company and Union agree to comply with the Ontario Occupational Health and Safety Act of Ontario.

ARTICLE 16 – WAGE RATES AND CLASSIFICATIONS

- 16.01 The regular straight time hourly wage rates and corresponding classifications shall be set out in Schedule “A” attached to and forming part of this agreement.
- 16.02 An employee assigned to a higher paying job shall be paid at the higher rate of pay commencing on the second shift worked. An employee who is temporarily assigned to a lower paying classification by the Company shall continue to be paid the wage rate of his regular job.
- 16.03 Employees required to train another employee shall receive a premium of seventy-five (\$.75) cents per hour.

ARTICLE 17 – GENERAL

- 17.01 There shall be no pyramiding or duplication of any payments, benefits or allowances from any source.
- 17.02 For the purposes of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice versa, wherever the context so requires.
- 17.03 All heading and subtitles contained within the Collective Agreement are for information purposes only.
- 17.04 All correspondence arising out of, or incidental to this Collective Agreement, shall pass between the Human Resources Department of the Company and the Business Representative of the Union, unless otherwise herein specified.

17.05 Uniforms

Three (3) sets of uniforms are to be supplied by ARAMARK and Employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage.

In situations where the Company’s uniform provider cannot provide pants that fit properly, with management approval, the employee can purchase pants that meet that uniform standard up to \$35.00 and will be reimbursed accordingly.

The Employer agrees to reimburse full-time employees fifty (\$50.00) dollars every twelve (12) months or one hundred dollars (\$100) every two (2) years for the purchase of anti-slip footwear.

- 17.06 Should any error occur in a pay cheque attributable to the Company, the Company agrees to correct the error by the payday following notification of the error to the Company if possible or by the following Friday if practicable.

17.07 The Company agrees to provide a notice board on which all official notices of the Company and of the Union may be posted. All notices are subject to management approval prior to posting.

17.08 Vaccination and Inoculation

Where an employee is required by ARAMARK to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at ARAMARK'S expense and on ARAMARK'S time provided time spent is reasonable. ARAMARK shall only require such medical examination if required by the job or if there is reasonable expectation to make such a request.

17.09 Meal Allowance

Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction of one dollar and seventy-five cents (\$1.75), including GST. Effective March 1st, 2014 the automatic payroll deduction will increase to two dollars (\$2.00). A list of excluded food and drink items will be posted on the bulletin board.

17.10 Volunteers

It is understood between the parties that the presence of volunteers shall not result in the lay-off or the reduction of hours of any bargaining unit personnel at Sir Sandford Fleming College (Frost Campus).

17.11 The parties agree to sign the Collective Agreement within sixty (60) days of ratification by the Union.

17.12 The Employer agrees to provide the employee's Record of Employment directly to the employee's residence.

17.13 UFCW Local Training & Education Fund –The Employer agrees to contribute \$75.00 by September 30 to the UFCW Local Training & Education fund in each year of the Collective Agreement.

ARTICLE 18 – DURATION AND PREVIOUS AGREEMENTS

18.01 Unless changed by mutual consent in writing, the terms of this Collective Agreement shall continue in effect from March 1, 2016 through February 28, 2019 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, by registered mail, not more than ninety days or less than thirty days from the expiry date of this Agreement, of termination of, or proposed revision of, this Agreement.

18.02 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry day, this Agreement shall continue in effect until a new agreement is reached by the parties or until conciliation proceedings prescribed at law have been completed, whichever date shall first occur.

18.03 It is understood and agreed that any changes in Municipal, Provincial or Federal Law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of the Agreement.

SIGNED AT: Lindsay THIS 18 DAY OF August, 2016

FOR THE UNION

Kathy Johnson
Cindy Pratt
Mary Boyle

FOR THE COMPANY

Stacie Shaw
[Signature]
[Signature]
[Signature]

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

	MARCH 1, 2016	MARCH 1, 2017	MARCH 1, 2018
Top 5 Employees (on an ongoing basis)	\$13.55	\$13.85	\$14.15
All other Employees	\$12.45	\$12.75	\$13.05

Effective January 1, 2014 the Employer will be permitted to hire the bargaining unit position of Lead Hand. Should the employer avail itself to this right, it will negotiate a wage rate with the Union. Should the parties not agree on a wage rate, the matter will be referred to an arbitrator to set the wage rate.

APPENDIX "A"

BENEFITS

Insured Benefits:

Extended Health

- Eligibility - 25 hours per week
- 90% reimbursement for eligible health expenses including prescription drugs
- No annual deductible
- Health and Dental card
- No maximum
- Cost share = 70% Company paid

Effective March 1, 2014 – 70% to change to 75%

Effective March 1, 2015 – 75% to change to 80%

Hospital Accommodation

- 100% reimbursement for semi-private hospital room accommodation
- Includes convalescent care expenses (up to the plan maximum)

Private Duty Nursing

- 90% reimbursement
- Maximum: \$10,000 per year for each eligible person

Vision Care

- 100% reimbursement
- Maximum \$250 per person every 24 months for employees

Paramedical

- 90% reimbursement
- Chiropractor, Osteopath, Naturopath, Podiatrist, Physiotherapist, Acupuncturist, Speech Therapist, Psychologist and Masseur
- Maximum: \$200 per person per year for each service after provincial maximum is met where applicable

Dental

- 90% reimbursement for basic services
- Current Dental Association Fee guide
- Health and Dental card
- Cost share = 70% Company paid

Effective March 1, 2014 – 70% to change to 75%

Effective March 1, 2015 – 75% to change to 80%

Weekly Indemnity

- 66 2/3% of weekly salary (to EI maximum) up to a maximum of 15 weeks payable on the 1st day of accident or hospitalization or 4th day of illness
- Cost of premiums is 100% Company paid

Life Insurance

- \$25,000
- Optional Life Insurance coverage available through Manulife.
- Cost of premiums is 100% Company paid

AD&D Insurance

- \$25,000
- Cost of premiums is 100% Company paid

Eye Exams

The Company will provide for routine eye exams for ARAMARK Employees between the ages of twenty (20) and sixty-four (64) up to a maximum of fifty dollars (\$50.00) every twenty-four (24) months.

Effective January 1, 2019, eye exam benefit will increase to eighty dollars (\$80) every twenty-four (24) months.

Chiropractic Services

With respect to Chiropractic services, ARAMARK Canada Ltd., through the insurance carrier will continue to provide reimbursement after your 15th visit or when your total out of pocket expenses are \$450.

Any omission not included in the document in respect to benefits would be deemed to be included.

Sick Days

Effective September 1 of each year, five (5) sick days

Benefits Over Summer Layoff

Employees who elect in writing no later than September 15th of each year to have benefit coverage during the summer layoff period will have their portion of the premium for the summer layoff months deducted from their bi-weekly pay on a pro-rated basis. Employees who elect summer benefit coverage cannot opt out until September 15th of the following year.

This is a summary of the benefits plan, see benefits booklet for full list of benefit coverage.

LETTER OF UNDERSTANDING #1

between

ARAMARK CANADA LTD.
at Sir Sandford Fleming College
Frost Campus

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: Wearing of Make-up

It is agreed between the parties wearing of make-up by bargaining unit members is permitted. It is further understood that such wearing of make-up shall not be excessive.

Excessive make-up is described as that which may cake and fall off and become a food safety hazard.

DATED this 18 day of August, 2016.

FOR THE UNION

Kathy Johnson
Cindy Pratt
Mara Boley

FOR THE COMPANY

Stydie Leung
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #2

Between

**ARAMARK CANADA LTD.
at Sir Sandford Fleming College
Frost Campus**

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: Reduction of Hours

It is agreed between the parties that in the event of a need to reduce the number of hours within the workplace that any such reduction of hours shall be done in the reverse order of seniority as long as the senior employee has the necessary skill and ability.

DATED this 18 **day of** August, 2016.

FOR THE UNION

Kathy Johnson
Andy Pratt
Mona Baulg

FOR THE COMPANY

Stephen S. ...
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #3

Between

ARAMARK CANADA LTD.
at Sir Sandford Fleming College
Frost Campus

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: Time Limits

In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

DATED this 18 day of August, 2016.

FOR THE UNION

Kathy Johnson
Cindy Rast
Marie Bechy

FOR THE COMPANY

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #4

between

**ARAMARK CANADA LTD.
at Sir Sandford Fleming College
Frost Campus**

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: Parking Pass – Payroll Deduction Option

Employees who elect to purchase a Sir Sandford College parking pass may wish to have the full cost of the parking pass deducted through payroll deduction. Employees may make a request to the Unit Manager or designate in writing prior to each August 10th of their desire to have payroll deductions made. Newly hired employees will be afforded the same option following successful completion of the probationary period.

Once the request has been made the Employer will purchase a yearly parking pass in the name of the employee and will immediately commence payroll deductions from the employee's payroll for the total amount of the parking pass in equal payments, payroll deductions to be completed at the end of the school's first semester or over the fifteen (15) week period following purchase of the parking pass.

It is agreed and understood that the employee shall be subject to all the parking regulation issued by the College Parking authorities, including ticket violations and/or fines. The Employer assumes no responsibility for such violations. The employee will be required to sign the College's Parking Application.

Any employee who leaves the employ of the Employer prior to the end of the payroll deduction period authorizes the Employer to deduct any outstanding deductions from the employee's final pay.

DATED this 18 **day of** August, 2016.

FOR THE UNION

Kathy Johnson
Cindy Pratt
Marie Boldy

FOR THE COMPANY

Stephen Seidel
[Signature]
[Signature]