

COLLECTIVE AGREEMENT

BETWEEN



ARAMARK CANADA LTD.

(ST. THOMAS UNIVERSITY, FREDERICTON, NB)

hereinafter referred to as the "EMPLOYER"

AND



CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3372

hereinafter referred to as the "UNION"

August 1, 2019 to July 31, 2022

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THIS AGREEMENT made and entered into 1 day of August 2019.

BETWEEN: ARAMARK CANADA LTD. at St. Thomas University, Fredericton, N.B.,
hereinafter called "the Employer", Party of the First Part;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3372,
hereinafter called "the Union", Party of the Second Part.

PREAMBLE

It is the purpose of both parties to this agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 3) to encourage efficiency in operations; and
- 4) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union recognizes and agrees that the Employer has the right and authority to manage its operation and business and to direct the working forces of the Employer, subject to the terms of this agreement.

ARTICLE 2- RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3372 as the sole and exclusive collective bargaining agent for all food services and catering personnel for St. Thomas University, save and except the Manager, Assistant Manager, Executive Chef, Production Chef, Chef Managers, Chefs, Office Staff, Students employed for less than twenty-four (24) hours per week, and those excluded by the *Industrial Relations Act*.

- 2.02 No Other Agreements - No employees shall be required or permitted to make a written or verbal agreement

with the Employer or his/her representatives which may conflict with the terms of this collective agreement.

2.03 Work of the Bargaining Unit - Employees outside the bargaining unit shall not perform bargaining unit work except for the purpose of instruction or emergencies. This clause does not refer to the work performed by the Chef.

2.04 A part time employee is one that normally works a regular schedule of less than forty (40) hours per week.

2.05 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

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

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

2.06 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

2.07 Union Bulletin Boards

The Employer will provide a union bulletin board in each worksite. The board will be located in areas that are highly visible to employees.

ARTICLE 3- NO DISCRIMINATION AND HARASSMENT

3.01 **The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to the Union and its Local, the employees, the Employer and its Agents for any reason.**

3.02 **The Parties recognize that the Human Rights Act of New Brunswick applies to this Agreement.**

3.03 **The Parties agree that all employees have the right to work without sexual harassment and shall follow the Employer's policy.**

3.04 **Personal Harassment – harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either**

psychological or physical or it can be a combination of both. It is any substantiated behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

- 3.05 Respectful Workplace – the Employer and the Union jointly affirm that all employees shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and wellbeing or undermine work relationships and productivity.**
- 3.06 The Employer agrees to review its policies on no discrimination and harassment with members of the bargaining unit on an annual basis.**
- 3.07 The reasonable exercise of management rights is not considered personal harassment.**

ARTICLE 4- UNION MEMBERSHIP REQUIREMENT

- 4.01 All Employees in the Bargaining Unit to be Members - All employees of the Employer shall, as a condition of employment, remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union after thirty (30) days of employment.**
- 4.02 The Employer will notify the Local Union Treasurer on a monthly basis of any newly hired employees.**

ARTICLE 5- CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct, from every employee in the bargaining unit, any dues, initiation fees, or assessments levied by the Union.**
- 5.02 The sums deducted pursuant to this article in any month shall be remitted to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following. Deductions shall be made every payday. The Union will keep the Employer advised of the name and address of its Secretary Treasurer.**
- 5.03 The Union shall indemnify and keep the Employer harmless with regard to any monies deducted in accordance with this article.**

ARTICLE 6- EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6.01 Potential Employees - The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect.**
- 6.02 Copies of Agreement - On commencing employment, the employee's immediate supervisor shall introduce**

the new employee to his/her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of the collective agreement.

- 6.03 Interviewing Opportunity - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. If more than three (3) employees are hired a union representative will be given thirty (30) minutes to meet with these employees.

ARTICLE 7- CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Food Services Director and the Secretary of the Union.
- 7.02 A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement, shall be forwarded to the Secretary of the Union.
- 7.03 The Union Secretary will notify the Employer of any changes to the Union Executive.

ARTICLE 8- LABOUR MANAGEMENT COMMITTEE

- 8.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public and cooperation between the Union and the Employer.
- 8.02 Function of Committee -The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this agreement. The Committee may concern itself with the following general matters:
- 1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
 - 2) improving and extending services to the public;
 - 3) promoting safety and sanitary practices;
 - 4) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and
 - 5) correcting conditions causing grievances and misunderstandings.

- 8.03 Meetings of Committee - The Committee shall meet at least once a quarter at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 8.04 Chairperson of the Meeting - An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 8.05 Minutes of Meeting - Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative, and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.
- 8.06 Jurisdiction of Committee - The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9- REPRESENTATIVE OF CANADIAN UNION

- 9.01 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer. With prior approval of the Employer, such representative shall have reasonable access to the work place to assist in the settlement of a grievance.

ARTICLE 10- GRIEVANCE PROCEDURE

- 10.01 Recognition of Union Stewards and Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee, which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure. In any event, when an employee feels he/she has a complaint, he/she is required to discuss the complaint with the immediate supervisor in Company with the Union Steward before proceeding to Step 1.
- 10.02 Names of Stewards-The Union shall notify the Employer in writing of the names of each Steward and the shifts he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.
- 10.03 Permission to Leave Work- No Steward shall leave his/her work without obtaining the permission of his/her supervisor. Permission shall not be unreasonably withheld.
- 10.04 Definition of Grievance- A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

- 10.05 Settlement of Grievances through Discussion - The parties agree that when an employee has a complaint or grievance, he/she will be encouraged to discuss the matter with his/her immediate supervisor, accompanied by his/her steward or a member of the local executive, within five (5) working days from the time the employee of the union should reasonably have known of the occurrence of the event upon which the grievance is based.

STEP ONE: Should the matter not be settled after discussing the matter with his/her immediate supervisor, within five (5) working days after the discussion, the employee may present his grievance with details of the complaint in writing to the Manager. If the employee received no reply or does not receive satisfactory settlement within five (5) working days from the date on which he presented his grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO : Within five (5) working days from the expiration of the five (5) working days period referred to in Step One, the employee may present his grievance in writing either by personal service or by mailing it by registered mail to the District Manager. Any settlement proposed by the Employer at the first level and any reply must accompany the grievance when it is presented at the second level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the second level. Should the employee not receive a reply or satisfactory settlement of his grievance at the final level, the employee may refer his grievance to arbitration as provided in Article 11 (Arbitration) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated at the final level.

- 10.06 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Company has a grievance, Step 1 of this article will be by-passed.
- 10.07 Deviation from Grievance Procedure- Once a grievance has been submitted in writing to the Employer, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee, without the presence of a Steward.
- 10.08 Grievance on Safety- Where an employee or a group of employees are requested to work under unsafe or unhealthy working conditions, they have the right, after exercising Article 10.05, shall have the right to file a grievance at Step Two of the grievance procedure.
- 10.09 Grievance on Lay-off and Recall - In the event an employee grieves that his lay-off is in violation of Article 16 (Layoff and Recall), his grievance may be initiated at Step Two of the Grievance Procedure within five (5) days after the alleged grievance has arisen.
- 10.10 Replies in Writing - Replies to grievances stating reasons and details shall be in writing at all stages. A copy of the reply shall be given to the grievor and the local union.

- 10.11 Technical Objections to Grievance - No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision, which he deems just and equitable.
- 10.12 By mutual agreement, the time limits set out in the above procedure for a grievance can be extended in writing.
- 10.13 For the purpose of the grievance procedure and arbitration process, Saturdays, Sundays, and holidays are excluded.

ARTICLE 11- ARBITRATION

- 11.01 The provisions of the Industrial Relations Act governing the arbitration of grievances shall apply to grievances lodged under the terms of this agreement.
- 11.02 By mutual agreement between the parties, a single arbitrator may be used instead of a Board.
- 11.03 No person shall be selected, as a nominee to a Board, who has participated in an attempt to negotiate or settle the grievance.
- 11.04 Neither the single arbitrator nor the Board of Arbitration shall have the power to alter any of the provisions of the agreement, or to substitute or add any provision, or to give any decision inconsistent with the terms and conditions of the agreement.
- 11.05 Each of the parties shall bear one-half (1/2) of the fees and expenses of the single arbitrator and, if a Board, the fees and expenses of its nominee in addition to one-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 12- DISCIPLINE, SUSPENSION, AND DISCHARGE

- 12.01 No employee, who has completed his probationary period, shall be disciplined except for just cause.
- 12.02 Warnings, which will be part of an employee's record, will be given to the employee in the presence of his/her Steward and in any event, written particulars of such discipline shall be given to the employee and the Union within five (5) working days thereafter.
- 12.03 When an employee is disciplined by suspension, discharge or a financial penalty, the employee has the right to receive such discipline in the presence of either a Shop Steward or a member of the local executive. At that time the employee will be advised of the reasons for such disciplinary action. The Employer within five (5) working days thereafter, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the Local. Such suspension shall be served on the next scheduled worked day(s)
- 12.04 A grievance resulting from the disciplinary action referred to above shall be initiated at Step Two of the Grievance Procedure.

- 12.05 The disciplinary record of an employee shall not be used against him/her and will be removed from the file after twelve (12) months (2080 regular hours) worked have elapsed, provided that another warning or reprimand relating to the same or similar incident has not been given within that period.
- 12.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this agreement which he alleges have been contravened by the Employer.
- 12.07 An employee may review his record upon reasonable notice to the Employer of his desire to do so, and may have information from his personal file copied.

ARTICLE 13- SENIORITY

- 13.01 Seniority Defined - Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.
- 13.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 13.03 Probation for Newly Hired Employees - A newly hired employee shall be on probation two hundred and twenty five (225) working hours. After completion of the probationary period, seniority shall be effective from the first day of employment.

Through mutual agreement between the parties, the Employer may extend the probationary period by an additional eighty (80) hours should it be considered necessary to give the employee an extended opportunity to demonstrate his/her ability to do the job.

- 13.04 Loss of Seniority- An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

An employee shall lose all seniority rights and be deemed to be terminated in the event he/she:

- (a) resigns or retires;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) is laid off for a period of more than twelve (12) months;
- (d) fails to return to work within three (3) calendar days after being recalled from layoff by notice sent by registered mail, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled, shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- (e) is off work due to illness or injury for twenty four (24) months, unless extended by mutual consent of the parties upon review of medical documentation regarding return to work.

- 13.05 Transfer and Seniority Outside Bargaining Unit- No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit within a period not to exceed sixty (60) days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 14- PROMOTIONS AND STAFF CHANGES

- 14.01 When a vacancy occurs or a new position is created; the Employer shall, within five (5) business days, post notices of the positions on all bulletin boards for a period of not less than seven (7) calendar days and bargaining unit employees may make written application for said vacancies during the posting period. Barring operational requirements the Employer will reassign the successful candidate within thirty (30) working days of the nomination. The Employer can post competitions both internally and externally, however, no external applicants shall be considered until all internal applicants have been exhausted.
- 14.02 Information in Posting -Such notice shall contain the following information: nature of position, qualifications, required knowledge and education or equivalent experience, skills, shift, hours of work, wage or salary rate or range and for informational purposes only, the work location. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants".
- 14.03 Temporary Vacancies The provisions of Articles 14.01 and 14.02 shall apply to temporary vacancies greater than six (6) months. Temporary vacancies, six (6) months or less shall be filled in accordance to Article 14.04.
- 14.04 Temporary vacancies six (6) months or less will be offered in descending order of seniority, beginning with the most senior employee qualified for the available work.
- 14.05 Training & Trial Period The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be placed on training for a period of one (1) month. During that first month, the successful applicant shall have the right to request his/her former position. Conditional on satisfactory service, the employee shall be declared permanent after a further period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or has requested his/her former position as above, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 14.06 The employee will not be eligible for alternative temporary assignments, until the current assignment is complete and the employee is returned to the regular position.
- 14.07 Reassignment will be made effective no later than the next scheduling period.

- 14.08 If no employee accepts the temporary assignment, the Employer may at their discretion, reschedule personnel for a period not to exceed four (4) weeks or hire new employees.

ARTICLE 15- LAYOFF AND RECALL

- 15.01 Role of Seniority in Layoff - Both parties agree that job security shall increase in proportion to the length of service. Therefore, in the event of a permanent layoff or reduction in the regular hours of work for the position, the bargaining unit wide seniority shall prevail provided the employees retained are qualified and capable of performing the required work.

The Employer will produce a new schedule and an employee affected by the changes may first choose to bump a less senior employee, provided:

1. The employee is qualified to perform the work as determined by the Employer after receiving three days (3) training, if required;
2. If the 3-day training is unsuccessful the employee will be on layoff/recall as per Article 15.02.

Once the reassignments are determined, the Employer will post the new schedule.

- 15.02 Recall Procedure- Employees who have been laid off shall be recalled in order of seniority, provided the employees are qualified and capable to do the work. The Employer shall notify any laid off employee of any temporary or permanent vacancy during the laid off period.
- 15.03 No New Employees - No new employees shall be hired until those laid off have been given an opportunity of recall.
- 15.04 Advance Notice of Lay-off - The Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff except in case of emergency or act of God. If the employee has not had the opportunity to work the ten (10) working days, then he shall receive payment for any such days not worked. This section does not apply in recalls to work of less than ten (10) days.
- 15.05 Layoffs and Recalls- An employee recalled to work during layoff shall be paid for a minimum of four (4) hours at straight time.

ARTICLE 16- HOURS OF WORK

- 16.01 The normal hours of work will be eight (8) hours per day, forty (40) hours per week.
- 16.02 The hours and days of work of each employee shall be posted on a designated bulletin board two (2) weeks in advance and a copy will be given to the Union. Changes in work schedule must be posted and employees advised of the changes at least forty-eight (48) hours in advance, except in cases where less than forty- eight

(48) hours notice of change is received from the client. In the case of special events arranged on short notice, the Employer will endeavour to give employees to be effected as much notice as possible.

- 16.03 Employees working three (3) hours or more per day shall be provided with one (1) fifteen (15) minute rest break. Employees working six (6) hours or more per day shall be provided with two (2) fifteen (15) minute rest breaks and a thirty (30) minute paid meal period.
- 16.04 An employee, who anticipates being delayed in reporting for work or who is unable to report to work due to illness or other justifiable reason, shall **make reasonable effort to notify** his/her supervisor **four (4) hours prior to the start of the shift when possible but**, in any event, at least one (1) hour prior to the commencement of his/her shift.
- 16.05 During the academic year only, the minimum length of any scheduled shift shall be four (4) hours.
- 16.06 Provided overtime is not incurred, shifts of four (4) hours or more shall be offered to bargaining unit employees before being offered to students.
- 16.07 For employees who would like to be scheduled for more than seven (7) consecutive days, up to forty (40) hours, shall submit their requests in writing to the Employer.
- 16.08 If an employee is called back to work, that is to say works at any time that is not contiguous with his/her shift, then he/she shall be paid a rate **1.5 times their regular rate** for a minimum of three (3) hours.

ARTICLE 17- OVERTIME

- 17.01 The overtime rates shall be one and one-half (1 1/2) times the normal rate of pay, and shall be paid to any employee for all hours worked over eight (8) hours per day and/or forty (40) hours per week. For the purpose of this section, all hours paid for a statutory holiday would be paid at the prevailing overtime rate.
- 17.02 Sharing of Overtime - Overtime shall be offered by order of seniority among the employees who are willing and qualified to perform the work required. Notwithstanding the above, overtime required for special events will be offered by seniority on a rotation basis. The Union shall be kept informed, on a quarterly basis, of the employees and the hours of overtime worked.
- 17.03 Authorization for Overtime - The provision of this article shall only apply to overtime that is authorized in advance where possible by the Food Services Director or his designate.

ARTICLE 18- HOLIDAYS

18.01 The following days shall be designated holidays for employees:

- 1) New Year's Day;
- 2) **Family Day**;
- 3) Good Friday;
- 4) Easter Monday;
- 5) **Victoria Day**
- 6) Canada Day;
- 7) New Brunswick Day (first Monday in August);
- 8) Labour Day;
- 9) Thanksgiving Day;
- 10) **Remembrance Day**;
- 11) **Christmas Day**;
- 12) **Boxing Day**;
- 13) Any other day proclaimed as a Provincial or National Holiday;

18.02 Pay for Regularly Scheduled Work on a Holiday - An employee who works a designated holiday will be paid at the rate of one and one-half (1 1/2) times his/her regular wage.

18.03 Pay for a Holiday

Employees will be paid for each worked Holiday listed in this Article, in the pay period the Holiday falls. Calculation for Holiday Pay will be based on 4.50%, and will be paid out on each pay period.

This rate is subject to a prorated increase, should any other statutory holiday be proclaimed by the provincial government.

ARTICLE 19- VACATION

19.01 Due to the fact that the Employer's operations at the university are not continuous for a fifty-two (52) week period, employees shall receive vacation pay included on their bi-weekly pay in accordance with their length of continuous service as follows:

- (a) For the first year up to three (3) years of continuous service, four percent (4%) of the employees' annual earnings for the vacation pay year.
- (b) More than three (3) years, but less than five (5) years of continuous service, five percent (5%) of the employees' annual earnings for the vacation pay year.
- (c) More than five (5) years, but less than ten (10) years continuous service six percent (6%) of the employee's annual earnings for the vacation pay year.

- (d) For ten (10) years, but less than fifteen (15) years continuous service, eight percent (8%) of the employees' annual earnings for the vacation pay year.
- (e) For fifteen (15), but less than twenty-five (25) years continuous service, ten percent (10%) of the employees' annual earnings for the vacation pay year.
- (f) For twenty-five (25) years or more of continuous service, twelve percent (12%) of the employees' annual earning for the vacation pay year.

Vacation pay year means the period from the first day of July in one year to the last day of June in the next year inclusive.

- 19.02 The vacation year means the period from the first day of July in one year to the last day of June in the next year inclusive.

The normal period of vacation will be the weeks of reduced services, between the end of the Fall term and the beginning of the Spring term, March break, end of the Spring term to ELP commencement, end of first session of ELP to the beginning of the second ELP session and, the end of ELP to the beginning of the Fall term.

In order to comply with legislation employees having less than 8 years of service as of June 30 are to be off minimally for two weeks vacation time and employees with eight or more years of service are to be off minimally for three weeks of vacation.

Vacation will be deemed to have been taken by those employees who are not required to work during these periods at the discretion of the Employer.

All vacation requests must be in writing eight (8) weeks prior to the desired date and the Employer will respond four (4) weeks from the receipt of the request.

Vacation assignment will be made according to operational requirements and taking into consideration the preferences expressed by the employee.

Subject to operational requirements vacation may be authorized or assigned outside the above mentioned periods at the discretion of the Employer.

Employees covered by this agreement shall earn an annual vacation in accordance with the following years of service:

- a) For the first year up to three (3) years of continuous service, employee is entitled to two (2) weeks vacation time.
- b) More than three (3) years, but less than five (5) years of continuous service, employee is entitled to two and a half weeks vacation time

- c) More than five (5) years, but less than ten (10) years continuous service, employee is entitled to three (3) weeks vacation time
- d) For ten (10) years, but less than fifteen (15) years continuous service, employee is entitled to four (4) weeks vacation time
- e) For fifteen (15) years, but less than twenty-five (25) years continuous service, employee is entitled to five (5) weeks vacation time
- f) For twenty-five (25) years or more of continuous service, employee is entitled to six (6) weeks vacation time

ARTICLE 20- EMPLOYEE BENEFITS

20.01 Group Insurance & Medical - The Employer will provide a Group Insurance Plan, the major features of which are outlined as follows:

- (a) **\$25,000** Life Insurance
- (b) **\$25,000** AD & D
- (c) Major Medical
 - (i) \$10 deductible single coverage per year
 - (ii) \$20 deductible family coverage per year
 - (iii) 100% co-insurance, cost shared 50/50

Includes Hearing Aids- five hundred dollars (\$500) once every five (5) years.

Massage Therapy \$500.00 annually.

Relief shifts, or temporary assignments are not calculated for the purposes of determining eligibility.

It is understood and agreed that all Group Insurance Benefits shall be in accordance with and subject to the terms and conditions of the Group Policy issued to the Employer by the Group Insurance Carrier and which is now in existence.

Compulsory plan; eligible after three (3) months continuous service. Premiums 50% - 50% cost shared between Employer and employee.

Applies to full-time employees and part-time employees regularly scheduled to work in excess of twenty (20) hours/week.

The above mentioned Group Insurance Plan may be extended to the employee during a period of short term layoff of up to four (4) months and, to the employee absent due to illness for a period of up to twenty two (22) weeks following the exhaustion of the entitlement under the Wage Continuation Plan (Sick Leave), benefits as provided in 20.02.

The employee must inform the Employer in writing prior to departure or the exhaustion of the sick leave benefit and, pay the full premium for the period of absence if the benefit coverage is to be maintained.

- 20.02 Wage Continuation Plan (Sick Leave) - Each employee upon completion of three (3) months continuous service shall be entitled to receive benefits through a 1-8-EI-15 Wage Continuation Plan, which shall pay two-thirds (2/3) of the employee's wages up to The current Employment Insurance (EI) maximum benefit level.

The employee who is off work due to non-work related illness or accident shall provide medical evidence satisfactory to the Employer and, upon exhaustion of their sick days shall apply for E.I. Income Sickness Benefits.

The Employer will provide the employee an eleven per cent (11%) top up based on the salary the employee would have received had he/she been able to work scheduled assignments.

Commencing the first of the week following the exhaustion of the E.I. Income Sickness Benefits, if the employee is still unable to return to work, the Wage Continuation Plan (Sick Leave) provided by the Employer shall pay two-thirds (2/3) of the employee's wages up to the current E.I. maximum benefit level for a period of up to fifteen (15) weeks.

Effective January 2017, for the full-time employees that have had twelve (12) months of service as of January 1st, the employer will provide a total of eight (8) non-cumulative sick days per year, from January 1st to December 31st. Employees will be entitled to four (4) sick days between January 1st and June 30 and an additional four (4) non-cumulative sick days between July 1 and December 31. Any sick days that are not used from January 1 to June 30, can be carried over to the second period between July 1 and December 31. Unused compensable sick days as of December 31st of each year will be paid off the first payday of January.

- 20.03 **Proof of Illness - The Employer has the right to investigate the use of sick leave and to require the employee to submit, upon his return to work, satisfactory medical evidence from a qualified medical practitioner. After Two (2) days of sick leave, such proof of illness may be requested by the Employer.**

- 20.04 1) An employee who has suffered a compensable injury under Workers' Compensation Act shall be entitled to the benefits prescribed by that Act. Absence under this article shall not be charged against sick leave or vacation credits.

While on Workers' Compensation, the employee shall accumulate seniority and shall be entitled to all benefits under this collective agreement. The Employer shall continue to pay its share of all premiums for employee benefit plans.

- 2) An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer. If the former position no longer exists, he/she shall be placed in an equivalent position within the bargaining unit provided the employee's seniority warrants it.

- 20.05 The parties agree that in the event the Employer provides modified work that takes into consideration the physical limitations imposed by the illness or accident, the employee may be returned to the workplace provided the employee receives approval from their consulting physician and provided they are capable of doing the work.
- 20.06 **Medical or Dental Appointments - Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall make reasonable efforts to make these appointments outside of working hours. Unless the appointment is an emergency, employees shall notify the Employer no later than 48 hours prior to the appointment.**

ARTICLE 21 -LEAVE OF ABSENCE

- 21.01 Negotiation Pay- The Employer agrees to pay the normal days wages for two (2) employees on the Union's Bargaining Committee for all normally scheduled days work lost due to negotiations with the Employer.
- 21.02 Grievance and Arbitration Pay- Any Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration matters.
- 21.03 Union Business- Leave of absence without pay shall not unreasonably be denied upon request to the Employer by employees elected or appointed to represent the Union at Union functions. However, not more than two (2) employees shall be entitled to such leave of absence at the same time.
- 21.04 Bereavement Leave- In the event of the death of a spouse, child, parent, or a child for whom the employee is the legal guardian, an employee so bereaved shall be allowed leave without loss of pay for a period not to exceed five (5) consecutive working days commencing the date of the death.

The employee may reserve one (1) day to cover the day of the funeral or commemorative service in the event that the funeral does not occur during the above-mentioned period.

Additional leave without pay may be granted at the discretion of the Director of Food Services.

Bereavement leave without loss of pay of up to a maximum of three (3) consecutive days, one (1) of which must be the day of the funeral, shall be granted upon the death of the employee's spouse's parents, , **step-child, daughter-in-law, son-in-law, step-mother, step-father**, grandparent, brother, sister, **step-sibling**, brother-in-law, sister-in-law, grandchild, or near relative who resided in the same household.

The employee will be entitled to up to two (2) days leave of absence without pay for traveling, in the event the funeral occurs outside of the province.

21.05 Jury Duty and Court Witness - The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror and/or witness in any court and when subpoenaed to attend jury selection process. The Employer shall pay such employee the difference between normal earnings and the payment received as juror or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

21.06 Maternity Leave

(a) The Employer shall not dismiss, suspend or lay off an employee who is pregnant, or refuse to employ a person who is pregnant, for reasons arising from her pregnancy alone.

(b) An extension of maternity leave shall be granted upon application by the employee to a maximum of thirty-five (35) weeks following delivery. The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the seventeen (17) week maternity leave. An employee returning to work from maternity leave shall be reinstated in her previously held position with accumulated seniority.

(c) An employee intending to take leave of absence under this provision shall:

i) advise the Employer four (4) months before the projected date of delivery or as soon as her pregnancy is confirmed, whichever is the later, of her intent to take leave and the anticipated commencement date in the absence of an emergency; and

ii) in the absence of an emergency, give two (2) weeks notice to the Employer of the commencement date of the leave.

(d) Subject to paragraph e) below, Leave of Absence under paragraph b) above may be taken during the period of time the employee stipulates in her request as long as the anticipated date of delivery falls within the stipulated period.

(e) The Employer may, where no alternative employment is available, before or after the commencement of the period referred to in paragraph b) above, require the employee to commence a leave of absence at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the work of the employee is materially affected by the pregnancy.

(f) Adoption/Parental Leave

(i) An employee shall be granted an Adoption Leave without pay for a period of up to thirty-seven (37) weeks as per Employment Insurance Act at the time of placement of one or more children for the purpose of adoption. The employee will continue to accrue seniority during the leave.

- (ii) It is recognized that there may be very little notice provided to the employee by the agency. However, it is expected that the employee will provide as much notice to the Employer as is possible as to the length of the leave and the date that the leave will begin.
 - (g) Where an employee reports for work upon the expiration of the period of leave granted under clause b), the Employer shall permit her to resume work in the position she held immediately before the commencement of the leave or an equivalent position with no decrease in pay and with no loss of seniority or benefits.
 - (h) When an employee is available to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks notice.
- 21.07 **General Leave** - The Employer may grant leave of absence without pay and without loss of benefits to any employee who has completed two (2) years continuous service for legitimate personal reasons for a period of up to a maximum of six (6) months provided that employees requesting such leave can be spared from their normal duties without hardship or disruption to the Employer's operation. On request, such leave of absence may be extended by the Employer for a period of sixty (60) days. Requests for such leaves of absence or such a leave of absence must be made in writing to the Director of Food Services at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the time requested and the reason for requesting of leave. When an employee is available to return to work after such leave, he/she shall provide the Employer with one (1) week notice.
- 21.08 **Family Responsibility Leave** - The Employer shall grant each employee three (3) days leave without pay each year. This leave is related to the health care or education of a person in a close family relationship with the employee.
- 21.09 **Paternity Leave**- An employee will be granted two (2) days leave of absence with pay within twelve (12) days of the day his wife or common law wife gives birth, or upon adoption of a child.
- 21.10 The Employer will provide a parking pass for all employees that are required to pay for parking, effective September 2015. Employees will reimburse the Employer through monthly payroll deductions commencing the pay after the parking pass is provided. The full cost of the parking pass will be deducted during the period of September to December, each year. Should employment end during this period, the outstanding balance of the parking pass will be deducted from his/her final pay, unless otherwise mutual agreed.
- 21.11 Domestic and Family Violence**
- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
 - (b) Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as half days without prior approval.

- (c) The employee will not be subject to discipline if their attendance or poor work performance is reasonably to be found as a result of an abusive or violent situation.**
- (d) The employee is entitled to a further ten days (10) days of unpaid leave due to domestic violence or abuse.**
- (e) The Employer will reasonably accommodate employees who are victims of domestic and family violence and will put forward reasonable efforts to ensure the safety at the workplace of an employee who is a victim of domestic and family violence.**
- (f) Absences need to be substantiated.**
- (g) An employee is not entitled to this leave if the employee committed the domestic or sexual violence.**

ARTICLE 22- JOB CLASSIFICATIONS

- 22.01 Job Description -The Employer agrees to prepare job descriptions for all positions to be included in the bargaining unit within thirty (30) days of the signing of this agreement.

ARTICLE 23- SAFETY AND HEALTH

- 23.01 The Employer will continue to maintain its equipment in accordance with federal and provincial safety standards and to make reasonable regulations for the safety and health of its employees during the hours of employment. The Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public, and to do all in their power to make the Employer's property and equipment safe, sanitary, and dependable.
- 23.02 Subject to Article 25.01, the Employer and the Union will cooperate in setting up a Safety Committee, as required by the *New Brunswick Health and Safety Act*, within thirty (30) days of the signing of this agreement.
- 23.03 The Employer will provide, at its expense, necessary safety clothing and equipment for its employees. The Employer will provide parkas for those who transport food.

ARTICLE 24- CLOTHING ALLOWANCE

- 24.01 Uniforms, when required by the employee, shall be supplied by the Employer. The Employer will provide clothing, such as sweater, parka, gloves or rain gear, considered appropriate for use by employees called on to work in the freezer, refrigerator or outside of the building.

One (1) cap
Five (5) tops Three (3) bottoms Three (3) aprons
One (1) sweater- prep area by main office/cash
Two (2) Kevlar gloves - cooks & prep-workers

The Employer will provide up to **one hundred dollars (\$100.00)** toward the purchase of Company approved footwear from the designated supplier for regular full-time and regular part-time employees. The employee unable to wear shoes available through the supplier due to orthotic requirements will be eligible for the reimbursement of **one-hundred and twenty five (\$125.00)** dollars. The parties agree that the footwear will be worn only on location or for Company functions. In the event that an employee terminates within twelve (12) months of the receipt of the footwear, the Employer may recover on a prorated basis the residual value of the cost of the footwear.

ARTICLE 25 - WAGES

25.01 Pay Days - The Employer shall pay salaries and wages every second Wednesday at 10:00 AM in accordance with Schedule "A" attached hereto and forming part of this agreement through direct deposit. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

In the event of a payroll error resulting in overpayment, the Employer will recover the entire overpayment from the employee through payroll deductions beginning no later than that pay period following the overpayment, or by such other arrangement as concluded between the employee and the Employer.

In the event of a payroll error resulting in underpayment, the Employer will issue the full amount within one (1) week once the issue has been brought to the attention of the Employer.

25.02 Equal Pay for Equal Work - Employees shall receive equal pay for equal work, regardless of sex.

25.03 Rate of Pay on Promotion or Reclassification - An employee promoted or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position.

25.04 Pay on Temporary Transfer, Higher Rated Job - When an employee temporarily relieves in or performs the principal duties of a higher paying position for more than two (2) hours at a flat rate of pay, he/she shall receive the rate for the job.

25.05 Pay on Transfer, Lower Rated Job- When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 26- PENSION CONTRIBUTIONS

For all eligible employees enrolled in the Multi-Sector Pension Plan for Canadian Union Public Employee (CUPE) Local 3372.

Effective September 1, 2019, the Employer shall contribute two percent (2%) on gross earnings on a bi-weekly basis. The Employee shall also contribute two percent (2%).

It is understood and agreed that the Company fulfills its obligations by making the above contributions. In all aspects the benefits shall be administered in accordance with the rules and regulations of the Multi-Sector Pension Plan for Canadian Union Public Employees (CUPE) Local 3372 and without limitation, the obligations of the Company shall in no manner whatsoever extend to the performance of the obligations under the Plan.

ARTICLE 27- DURATION AND TERMINATION

27.01 This agreement shall be binding and remain in effect from August 1, 2019 to July 31, 2022. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this agreement or any renewal thereof.

27.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the Industrial Relations Act.

IN WITNESS THEREOF the parties have signed this 4 day of August July, 2019.

FOR THE COMPANY

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Brian Stumming
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FOR THE UNION

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SCHEDULE "A" - Wages

Classifications	August 1, 2019 0%	August 1, 2020 1.75%	August 1, 2021 2.00%
Cook I (2080 hrs)	18.43	18.76	19.14
Completion of Probation	17.00	17.30	17.65
Probationary	14.79	15.05	15.36
Short Order Cook (2080 hrs)	17.84	18.16	18.53
Completion of Probation	15.37	15.64	15.96
Probationary	13.48	13.72	14.00
Stores Clerk (2080 hrs)	17.84	18.16	18.53
Completion of probation	15.37	15.64	15.96
Probationary	13.48	13.72	14.00
General Worker (2080 hrs)	17.40	17.71	18.07
Completion of Probation	15.07	15.34	15.65
Probationary	12.30	12.52	12.78
Catering Porter (2080 hrs)	17.84	18.16	18.53
Completion of Probation	15.37	15.64	15.96
Probationary	13.48	13.72	14.00

LETTER OF AGREEMENT

BETWEEN

ARAMARK Canada Ltd, St Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

TEMPORARY EMPLOYEES ONLY

A temporary employee is an employee hired for a defined period, designated to provide interim staffing relief during periods such as the absences of full-time or part-time employees. Temporary employees shall be compensated according to the terms of the collective agreement. The Employer shall inform the employee of the expected duration of the temporary assignment. At the end of the assignment, the temporary employee is deemed to be terminated. If a temporary employee becomes a full-time or part-time employee within six (6) months of termination, the employee's seniority and employment date shall be the first day of continuous service as a Temporary employee.

IN WITNESS THEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

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Brian Stemming

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Lydia Letterio

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

ARAMARK Canada Ltd, St. Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

PART-TIME POSITIONS

The parties agree that the current scheduling practice will continue and that regular part-time positions will be created solely as needed to respond to operational requirements that obtain the most efficient use of our personnel.

In the event that, over a consecutive two (2) month period, the cumulative total of new regular part-time hours exceeds ten per cent (10%) of the total regular hours scheduled per month, the parties will review the schedule to determine whether or not conversion of some part-time positions to full-time positions is warranted. Where it is determined that a conversion is warranted, it will not be unreasonably denied.

For the purpose of assessing the ten per cent (10%) threshold, overtime hours, relief shifts or temporary assignments will be part of the calculation. Monthly reports shall be forwarded to the President of the Local.

IN WITNESS THEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

ARAMARK Canada Ltd, St Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

ARTICLE 20- EMPLOYEE BENEFITS, DENTAL PLAN

The Parties agree that in the event that the cost of the Basic Dental Plan 2003 referred to in ARTICLE 20- EMPLOYEE BENEFITS, DENTAL PLAN of the agreement and paid by the employee changes, the Employer will provide the employee with reasonable notice of any change that are to occur in the premiums.

IN WITNESS THEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

FOR THE UNION

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Brian Stemming

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DocuSigned by:

St. Joseph

DocuSigned by:

Lydia Letterio

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LETTER OF AGREEMENT

BETWEEN

ARAMARK Canada Ltd, St Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

TRAINING FOR SPECIAL FUNCTIONS

In order to allow equal opportunity for employment during special functions, the Employer agrees to provide ongoing training to all employees who express an interest to be scheduled for special functions.

IN WITNESS WHEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

FOR THE UNION

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Brian Stemming

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St. Louis

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Lydia Letterio

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LETTER OF UNDERSTANDING

BETWEEN

ARAMARK Canada Ltd, St Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer agrees to provide access to the workplace for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations. Such meetings will take place when employees are not working (i.e. before or after their shift or during a lunch break) where operational requirements permit. Such access to the workplace will not be unreasonably withheld. The Union will reimburse the Employer for any costs for paying any union local executive member involved in these meetings.

IN WITNESS WHEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

FOR THE UNION

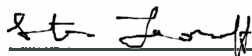
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LETTER OF UNDERSTANDING

BETWEEN

ARAMARK Canada Ltd, St Thomas University, Fredericton, N.B.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 3372

Within six months of ratification, both parties agree to discuss the tax implications of either a meal charge or a taxable benefit.

IN WITNESS WHEREOF the parties have signed this 4 day of July, 2019.

FOR THE COMPANY

FOR THE UNION

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Brian Stlemming

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St. J. J. J.

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