

COLLECTIVE AGREEMENT

Between



Aramark Canada Ltd.

(Mount Allison University, Sackville, NB)

hereinafter referred to as the “EMPLOYER”

And

CUPE·SCFP

Canadian Union of Public Employees

Local 1440 – Mount Allison University

hereinafter referred to as the “UNION”

July 1, 2020 to June 30, 2023

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THIS AGREEMENT made and entered into this **13th** day of **August, 2021**

BETWEEN: ARAMARK CANADA LTD. at Mount Allison University, Sackville, N.B., hereinafter called "the Employer", Party of the First Part;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1440, 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;
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.
5. to consider service to the client as the paramount concern to both parties.
6. to encourage effective communications between the Union and the Company.

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.
- 1.02 All the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union and employees as being retained by Management.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

- 2.01 The employer recognizes the Canadian Union of Public Employees and its Local 1440 as the sole and exclusive collective bargaining agent for all food services and catering personnel of ARAMARK CANADA LTD at Mount Allison University, Sackville, NB, save and except the Director of FS, Assistant director of FS, Managers, Executive Chef, Office Staff, Student Managers, Supervisors, Confidential Secretaries, Students 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

With the exception of the Executive Chef, it is agreed that Management personnel will not normally perform work ordinarily performed by bargaining unit employees except for the purposes of instruction, experimentation, or emergency situations when bargaining unit personnel are not available to perform this work. The Executive Chef will not replace bargaining unit employees during periods of layoff or reduction of scheduled hours during the academic year.

For clarification purposes, academic year means September to April.

- 2.04 A regular employee is defined as an employee who is assigned to a regular schedule of hours of work greater than 20 hours. Relief shifts, or temporary assignments are not calculated as part of this definition.

A part-time employee is defined as an employee with a regular schedule or not, working twenty (20) hours or less. This definition does not apply to students. Unless specified in the Collective Agreement, part-time employees will not be entitled to following provisions: Articles 17.01 & 17.02 – Overtime and

Article 20 – Benefits. Relief shifts or temporary assignments are not calculated as part of this definition.

- 2.05 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 will provide:
- a) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time) classification/job title, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.
 - b) Paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

ARTICLE 3 – NO DISCRIMINATION

3.01 There shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or lawful activity in the Union.

3.02 Respectful Work Environment

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, **physical violence**, threats or harassment, including sexual harassment, by **clients**, Employees, Managers or Supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner. **In the case where a client is involved, the Employer will address the issue with the proper authorities.**

3.03 No Strikes or Lockouts

The parties agree that there shall be no strikes or lockouts during the term of this agreement in accordance with the New Brunswick *Industrial Relations Act*.

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 commencing the date of hiring.

- 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 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 EMPLOYEES

6.01 Acquaint New Employees

On commencement of employment, the Company agrees to acquaint new employees with the fact that an Agreement is in effect, and with the conditions of employment set out in articles dealing with the Union security and dues check-off.

New employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. A maximum of thirty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

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 The Union Secretary will notify the employer of any changes to the Union Executive in writing within five (5) working days of the change.

- 7.03 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 any other information provided to the Employer by the Employee.

The list will also indicate the employee's work site and employment status (such as full-time, part-time) and if the employee is on a leave of absence. The employee contact list will be provided electronically (pdf) to the Union contact designated by the Local Executives on a quarterly basis.

- 7.04 The Employer shall print a copy of this Agreement for each Employee within one month of signing the agreement.**

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

- 8.01 A joint Labour Management Committee shall be established consisting of up to three (3) representatives of the union and three (3) 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.

8.03 Meetings of Committee

The committee shall meet once an agenda has been submitted at a mutually agreeable time and place. Its members shall receive a notice and copy of the 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. The committee will have the prerogative of reviewing the number of hours worked by part time employees.

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 may 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 if so desired, 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. He must also report to the supervisor when returning to work.

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 Settling of Grievances

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

Step One – Within ten (10) calendar days of the alleged occurrence or circumstance giving rise to the grievance, the employee may present his grievance with details of the complaint in writing to the immediate supervisor. 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 – If the employee received no reply or does not receive satisfactory settlement at step one, within ten (10) calendar days from the expiration of the five (5) working days period for response referred to in Step One, the union may present his grievance in writing either by personal service or by mailing it by registered mail to the Food Service Director.

Step Three – Failing satisfactory settlement within ten (10) calendar days, after submission under Step 2, the grievance may be submitted to the District Manager by the Union. Within ten (10) calendar days from receipt of the grievance the District Manager will book a meeting with Union representatives to discuss the grievance. The District Manager shall render his decision, in writing, within ten (10) calendar days from the date of meeting with the Union.

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 as well as 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 ten (10) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance at this final level, the union 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

After a grievance has been initiated by the union, 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

An employee or a group of employees requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

10.09 Grievance on Lay-off and Recall

In the event an employee grieves that his lay-off is in violation of Article 15 (Lay-off and Recall), his grievance may be initiated at Step Two of the Grievance Procedure within five (5) calendar 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.

10.11 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be deemed to have been abandoned. Notwithstanding the limitations set forth in this clause, and solely in by mutual agreement, the parties may extend the time limits set out in the above procedure for a grievance.

10.12 For the purpose of the grievance procedure and arbitration process, Saturdays, Sundays, and holidays are excluded.

ARTICLE 11 – ARBITRATION

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

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 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 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 seven calendar days thereafter shall give written particulars of such disciplinary action to the employee involved. A copy shall be given to the local.

12.03 A grievance resulting from the disciplinary action referred to above shall be initiated at Step Two of the Grievance Procedure.

12.04 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.

12.05 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.

12.06 Any disciplinary record in an employee's personal file will be removed after eighteen (18) months.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

For the purpose of this Agreement is defined as length of service in the bargaining unit from the date of hiring. Seniority shall be bargaining unit-wide by classification unless otherwise provided for in this Agreement.

13.02 Seniority List

An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year. The list shall be modified and reposted as required.

13.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first 360 hours worked. After completion of the probationary period, seniority shall be effective from the last date of entry into employment.

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

It is understood and agreed that the purpose of the probationary period is to allow Management to assess the probationary employee's suitability for continued employment with the Company. If in Management's considered judgement a probationary employee is not suitable, his employment may be terminated for just cause without recourse to either the grievance or arbitration procedure.

13.04 Loss of Seniority

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

1. resigns or retires;
2. is discharged and not reinstated through the grievance and arbitration procedure;
3. is laid off and not recalled within a period of **twenty-four (24)** months;
4. 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.
5. is off work due to illness or injury, including claims under WHSCC, for twenty four (24) months unless extended by mutual agreement of the parties.
6. is absent from work for three (3) consecutive working days without notifying and providing justification satisfactory to the Company;
7. fails to return to work within three (3) working days following an illness or accident or after the Company has been notified by the employee's or Company's doctor or the Worker's Compensation Board that the employee is able to return to work.
8. overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence, unless an extension is for reasons acceptable to the Company, or if he takes employment other

than that declared and agreed upon when applying for a leave of absence

13.05 Severance for Loss of Seniority

An employee with five (5) years of Service who losses seniority as per Article 13.04 (3) and (5) will be paid a severance at a rate of one (1) weeks' pay per year of service. There will be no severance paid to employees in the event that Aramark's business operations are terminated at Mount Allison University.

13.06 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 their previous position, should it exist, in the bargaining unit within a period not to exceed six (6) months. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a **permanent** vacancy occurs or a new position is created, the Employer shall post notices of the positions on all bulletin boards for a period of not less than five (5) calendar days and bargaining unit employees may make written application for said vacancies during the posting period. Within seven (7) calendar days of the close of the competition, the name of the successful applicant shall be posted with a copy sent to the local. There shall be no postings during periods of layoff.

When a temporary vacancy which exceeds six (6) months occurs the Employer shall post notices of the temporary positions on all bulletin boards for a period of not less than five (5) calendar days and bargaining unit employees may make written application for said vacancies during the posting period. Within seven (7) calendar days of the close of the competition, the name of the successful applicant shall be posted with a copy sent to the local. There shall be no postings during periods of layoff.

The provisions of this Article shall not apply to temporary vacancies, which **do** not exceed six (6) months.

For available summer positions, the Employer shall post notices of the positions by May 1 of every calendar year.

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, start date and for informational purposes only, the location and station. 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 In cases of promotions, appointments, filling vacancies and day to day replacements should the skill, ability and qualifications of the applicants be relatively equal, seniority shall be the governing factor. The Employer shall consider internal applicants for vacancies prior to recruiting externally. Employees must be enhancing their wages to be able to be used for day to day replacement.

14.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. The successful applicant shall be placed on a trial basis for a period of up to thirty (30) days worked. The parties may by mutual agreement extend the trial period. If the employee proves unsatisfactory during the trial period or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary. 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.

If the senior applicant who meets the necessary job requirements proves unsatisfactory or if the employee finds himself unable to perform the duties of the new job, the next senior applicant(s) will be awarded the position until the list of applicants is exhausted.

14.05 Promotions Requiring Higher Qualifications

In the event an employee not having the normal qualifications is considered for promotion, that employee will be given a reasonable trial period to qualify and will revert to his former position, if the required qualifications are not met within such time. The reasonable trial period will be mutually determined at the time of the promotion.

14.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards, and a copy will be provided to the union. The union shall be notified of all promotions, lay-offs, recalls or terminations of employment.

14.07 Employees must be enhancing their wages to be able to be used for day to day replacement.

ARTICLE 15 – LAY-OFF AND RECALL

15.01 Definition and Role of Seniority in Lay-off

A lay-off is defined as a reduction in the workforce.

A layoff in excess of ten (10) working days, the affected employee will have the right to bump the next senior employee in the same classification or in another classification having a schedule with a comparable number of regular hours. Seniority will govern the schedule provided the employees retained are qualified and capable of performing the required work.

A layoff of ten (10) or fewer working days, there will be no bumping. Seniority will govern the schedule provided the employees retained are qualified and capable of performing the required work.

Consultation with employees being scheduled during layoffs will occur before the schedule is done.

Both parties agree that job security shall increase in proportion of length of service.

An employee who is about to be laid off may bump the next senior employee in the same classification or in another classification provided:

1. The employee is qualified to perform the work as determined by the Employer; and
2. The bumping employee has more seniority than the employee to be bumped.

15.02 Recall Procedure

Employees who have been laid off shall be recalled to his/her original position when it becomes whole in order of seniority, provided the employees are qualified and capable to do the work.

15.03 Advance Notice of Lay-off

The employer shall notify employees in writing who are to be laid off at least fourteen (14) calendar days prior to the effective date of lay-off except in case of circumstances beyond the control of the employer. If the employee has not had the opportunity to work the regularly scheduled days within the notice period, then he shall receive payment for any such days not worked. This section does not apply in recalls to work of less than fourteen calendar (14) days. Where the employee resigns his position, he shall give the Company five (5) working days notice of such resignation.

15.04 Lay-offs and Recalls

An employee recalled to work during lay-off shall be paid for a minimum of four (4) hours at straight time.

ARTICLE 16 – HOURS OF WORK

16.01 For the purpose of determining entitlement to overtime the normal hours of work for regular employees will be eight (8) hours per day, forty (40) hours per week.

16.02 The schedule covering minimally a two-week period shall be posted on a designated bulletin board at least two (2) weeks in advance, during lay-off periods. It is understood that schedules are flexible and could change in short notice. It is the responsibility of the employees to check the schedule weekly. With respect to the regular schedule and subject to operational requirements, no employee will be expected to work longer than a five (5) day period without two (2) consecutive days off, unless mutually agreed upon. 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. The Company does not guarantee to provide work to any employees for regularly assigned hours or for any other hours. Unless due to circumstances beyond the employer's control or, through mutual agreement between the employee and the employer, the posted schedule will not be modified without giving a forty-eight (48) hour prior verbal notice to the employee affected.

16.03 Employees working 3.5 hours or more per day shall be provided with one-15 minute rest break. Employees working 7.5 hours or more per day shall be provided with two-15 minute rest breaks.

All employees who work in excess of five (5) consecutive hours in a shift will take a one-half hour unpaid lunch break. Such lunch break will be scheduled, where possible, so that the services of the Company will not be unduly affected.

The taxable benefit of \$2.00 per meal will be reviewed and increased periodically per inflation.

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 notify his/her supervisor as soon as possible and, in any event, at least one (1) hour prior to the commencement of his/her shift.

16.05 The Company and the Union jointly recognize that it is the responsibility of each employee to be regular in his attendance at work so that orderly schedules may be maintained, without requiring overtime or causing undue inconvenience to other employees.

16.06 Unjustified irregularity of attendance or lateness on the part of any employee shall render him liable for disciplinary action up to and including dismissal and/or equivalent monetary deduction.

ARTICLE 17 – OVERTIME

17.01 The overtime rates shall be one and one-half times the normal rate of pay, and shall be paid to any regular employee for all hours worked over eight (8) hours per day and/or forty (40) hours per week. Part-time employees shall be issued overtime as per the Employment Standards Act in New Brunswick as amended from time to time.

17.02 If a regular 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 at the overtime rate for a minimum of three (3) hours.

17.03 Sharing of Overtime

Overtime shall be offered by order of seniority on a rotation basis among the employees on site who are willing and qualified to perform the work required. In the event there are no volunteers to accept the offered overtime it will be assigned to the least senior employee qualified and capable of accomplishing the work.

17.04 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.

17.05 Notwithstanding articles 16.01, 17.01 and 17.02 overtime will only be paid for hours worked in excess of eighty (80) hours in a pay period for those employees that have indicated in writing within the first two weeks of the academic fall and winter term that they are available to do relief shifts and additional hours beyond their regular schedule.

ARTICLE 18 – HOLIDAYS

18.01 The following **twelve (12)** days shall be designated holidays for employees:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. New Brunswick Day
7. Labour Day
8. Thanksgiving Day

9. Remembrance Day
10. Christmas Day
11. Boxing Day
12. **Family Day (to begin July 2021)**

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 times his/her regular wage.

On Holidays when the hours of operation change, work shall be offered in the order of seniority on a rotation basis among the regularly scheduled employees on site, who are willing and qualified to perform the work required. In the event, no employees accept the available hours, the hours will be assigned to the least senior employee qualified and capable of completing the work.

18.03 Pay for a Holiday

Employees will receive statutory holiday pay based on the following formula:
.0462 x regular paid hours.**(to begin July 1st 2021)**

ARTICLE 19 – VACATIONS

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:

1. For the first year and up to three (3) years of continuous service, four per cent (4%) of the employee's annual earnings.
2. More than three (3) years, but less than ten (10) years continuous service, six per cent (6%) of the employees' annual earnings.
3. More than ten (10) years, but less than fifteen (15) years continuous service, eight per cent (8%) of the employee's annual earnings.
4. More than fifteen (15), but less than twenty (20) years continuous service, ten per cent (10%) of the employee's annual earnings.
5. For twenty (20) or more years of continuous service, twelve per cent (12%) of the employee's annual earnings.

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 Group Insurance & Medical

The following benefits will be in effect upon signature of the Collective Agreement.

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) \$25 deductible single coverage per year
 - (ii) \$75 deductible family coverage per year
 - (iii) 90% co-insurance.

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 3 months continuous service. Effective July 1, 2015, premium cost share between employer and employee (60% - 40%). The annual premium will be cost shared 60/40 and the entire amount to be paid by the employee will be deducted during the academic year.

Applies to employees regularly scheduled to work in excess of 20 hours per week. Relief shifts, or temporary assignments are not calculated for the purposes of determining eligibility.

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-20 wage continuation plan, which shall pay 2/3rds of the employee's wages up to the current 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. **An Employee may be required to produce a medical certificate for absences greater than three (3) consecutive days.** Upon exhaustion of the compensation available from

their accumulated bank of available sick leave days, **the employee** shall apply for E.I. Income Sickness Benefits.

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 2/3rds of the employee's wages up to the current E.I. maximum benefit level for a period of up to twenty (20) weeks based on the salary the employee would have received had he/she been able to work scheduled assignments. **It is understood by the parties that the 20 weeks of benefit will be available to Employees during lay-off periods.**

In the event an employee returns to work after exhausting the wage continuation benefit and must once again require to be on sick leave he or she will only be eligible for the wage continuation benefit if they are also eligible for Sick EI as per the EI legislation.

A sick leave bank up to fifteen (15) days accumulated to be accumulated at the rate of one (1) day per working month.

After completion of the probationary period, each employee in the bargaining unit shall accumulate sick leave credits at the rate of 1 workday per month for each calendar month of continuous employment up to a maximum credit of 15 working days. An employee who is working ten (10) days in a month shall be eligible to accumulate sick leave credit for that month.

For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- a) Days on which the employee is on leave of absence with pay pursuant to the terms of this agreement;
- b) Days on which the employee is on paid sick leave pursuant to the terms of this agreement;
- c) Days on which the employee is absent from work while receiving Workers' Compensation Benefits; and
- d) Days on which the employee is absent from work while on leave in accordance with 21.03.

In January of each year the Employer will give each Employee the amount of days in their sick leave bank and the list of days used in the previous academic year.

Within reasonable notice, at the discretion of the employee, the employer will grant three (3) paid days' leave to each employee for personal family days per year, this time taken will be deducted from the Employees' sick leave credits.

Any EI premium reduction resulting from registering the weekly indemnity plan with the EI shall be the property of the Employer.

20.03 Pension Contributions

For all eligible employees enrolled in the Multi-Sector Pension Plan for Canadian Union Public Employee (CUPE) Local 1440,

Effective July 1, 2021, the Employer shall contribute five **and a half** percent (5.5%) on gross earnings on a bi-weekly basis. The Employee shall also contribute five percent (5%).

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 1440 and without limitation, the obligations of the Company shall in no manner whatsoever extend to the performance of the obligations under the Plan.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Negotiation Pay

The Employer agrees to pay the normal wages for three (3) employees on the Union's Bargaining Committee for all normally scheduled hours of work lost due to negotiations with the Employer. The union will reimburse the employer for the wages and benefits of the employees liberated for the negotiations.

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 three (3) employees shall be entitled to such leave of absence at the same time.

The employer shall maintain full salary and benefits of the employees during a leave of absence for union business. The union shall reimburse the employer upon receipt of invoice.

21.04 Bereavement Leave

Upon request to the Director of Food Service, an employee shall be entitled to a leave of absence as defined below immediately following the death of a member of the employee's family. Such leave shall be for the purpose of attending the funeral, making funeral arrangements or otherwise bearing the grief of his/her loss. Upon application, an employee shall be granted bereavement leave in the event of the death of:

- (a) The employee's spouse, common-law spouse, same sex spouse, mother, father, child, child of spouse, sister, brother, step-mother, step-father, mother-in-law, father-in-law, grandchild: five (5) working days, with pay;
- (b) Sister-in-law, brother-in-law, daughter-in-law, son-in-law, grand-mother, grand-father: three (3) working days, with pay;
- (c) Spouses' Grandparent, aunt, uncle, niece, nephew or near relative who resided in the same household, one day, with pay;
- (d) In the event that the death or the funeral occurs outside the province or more than 400 km from the employee's residence, the employee will benefit of one (1) more day without pay.
- (e) If burial does not occur immediately following the funeral, the employee may request that one (1) day of those identified in a) and b) above to attend interment.

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 / Child Care 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 **sixty-one (61)** weeks following delivery. The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the 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 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 **sixty-one (61)**, weeks as per Employment Standards 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 or any additional leave as provided above, she shall provide the employer with at least two weeks' notice.
- i) Paternity leave – An employee shall be entitled to two (2) days leave of absence with pay for the birth or adoption of his child.

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) year's 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 **up to eighteen (18) months. It is understood that the employee will be responsible for 100% of their benefit costs if they extend their leave of absence beyond six (6) months and choose to continue the benefit program.** 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's 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 Emergency Leave

Emergency leave without pay shall be granted to an employee by the employer for a period not exceeding five (5) working days:

- (i) Where there is a serious illness in the employee's immediate family;
- (ii) Where circumstances not directly attributable to the employee prevent him from reporting to duty; or
- (iii) Under such other circumstances as the employer may approve.

Such leave shall not be unreasonably withheld.

21.10 Educational Leave

Leave of absence from regular assignments without loss of wages shall be granted to allow employees the time to write examinations for employer approved courses related to upgrading of professional skills.

21.11 Domestic Violence Leave

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months.

All matters will be confidential.

ARTICLE 22 – JOB CLASSIFICATIONS

22.01 Job Description

The employer agrees to prepare job descriptions for all four classifications in the bargaining unit as per Schedule A, within thirty (30) days of the signing of this agreement.

ARTICLE 23 – SAFETY AND HEALTH

23.01 The employer will 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 along with the employer 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.

ARTICLE 24 – CLOTHING ALLOWANCE

24.01 The employer will provide uniforms for each regular and part-time employee as follows:

Regular - Five (5) tops, three (3) pants, two (2) caps, **one (1) Sweater were necessary**, and reimbursement upon receipt of proof of purchase of up to \$125 for employer approved footwear each year.

Part-time – Two (2) tops, two (2) pants, one (1) cap, **one (1) Sweater were necessary** and reimbursement upon receipt of proof of purchase of up to \$125 for employer approved footwear when hired and as needed and approved by the Employer.

ARTICLE 25 – WAGES

25.01 Pay Days

The employer shall pay salaries and wages 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 the 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 an underpayment of seventy-five (\$75.00) dollars or more, the employer will endeavor to correct the error within 72 hrs, excluding weekends and holidays, of being notified of the error by the employee.

25.02 Equal Pay for Equal Work

Employees shall receive equal pay for equal work.

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 one (1) 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.

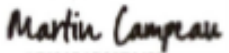
ARTICLE 26 – DURATION AND TERMINATION

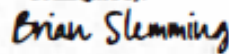
26.01 This agreement shall be binding and remain in effect from **July 1, 2020** to **June 30, 2023**. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party 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.

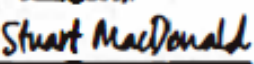
26.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the *Industrial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

IN WITNESS WHEREOF the parties have signed this **13th** day of **August, 2021**.

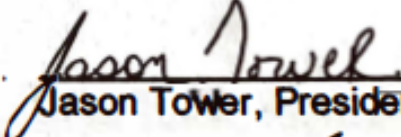
FOR THE COMPANY

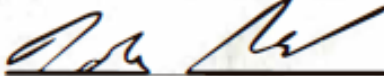
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Martin Campeau

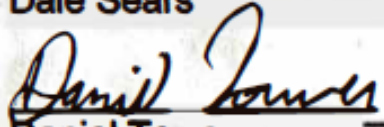
DocuSigned by:

Brian Stlemming

DocuSigned by:

Stuart MacDonald

FOR THE UNION


Jason Tower, President


Dale Sears


Daniel Tower

SCHEDULE "A" – WAGES

	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022
	Actual	0%	3.5%	3.5%
FULL-TIME:				
Cook I (2500 hours)	20.42	20.42	21.13	21.87
Cook I (1275 hours)	17.05	17.05	17.65	18.26
Start rate	16.33	16.33	16.90	17.49
PART-TIME:				
Cook 1 rate	13.06	13.06	13.52	13.99
FULL-TIME:				
General Worker (2500 hours)	18.44	18.44	19.09	19.75
General Worker (1275 hours)	16.01	16.01	16.57	17.15
Start rate	14.75	14.75	15.27	15.80
PART-TIME:				
General Worker rate	11.81	11.81	12.22	12.65
FULL-TIME:				
Janitor (2500 hours)	18.62	18.62	19.27	19.95
Janitor (1275 hours)	16.46	16.46	17.04	17.63
Start rate	14.89	14.89	15.41	15.95
PART-TIME:				
Janitor rate	11.91	11.91	12.33	12.76
FULL-TIME:				
Stores Clerk (2550 hours)	20.12	20.12	20.82	21.55
Stores Clerk (1275 hours)	16.46	16.46	17.04	17.63
Start rate	16.09	16.09	16.65	17.24
PART-TIME:				
Stores Clerk rate	12.87	12.87	13.32	13.79

Part-Time rate represents eighty percent (80%) of the start rate of the classification.

The following qualifications listed below are for all new staff of Aramark Canada Ltd., Mount Allison University.

Cook I - possess 3 to 5 years experience with large volume food production. Cooking certificate preferred.

IN WITNESS WHEREOF the parties have signed this **13th** day of **August**, 2021.

<u>FOR THE COMPANY</u>	<u>FOR THE UNION</u>
Deauthorized by: <u>Martin Campeau</u> Martin Campeau	<u>Jason Tower</u> Jason Tower, President
Deauthorized by: <u>Brian Stlemming</u> Brian Stlemming	<u>Dale Sears</u> Dale Sears
Deauthorized by: <u>Stuart MacDonald</u> Stuart MacDonald	<u>Daniel Tower</u> Daniel Tower

LETTER OF UNDERSTANDING NO. 2

Re.: Additional Hours

Within each classification and subject to operational requirements, additional hours that are available will be assigned first to the most senior qualified employee available provided the assignment of the hours does not result in overtime. This distribution of the available hours is intended to allow the employee that would not otherwise have a full-time assignment the opportunity to work up to eighty (80) hours in a two-week (2) period.

IN WITNESS WHEREOF the parties have signed this **13th** day of **August**, 2021.

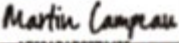
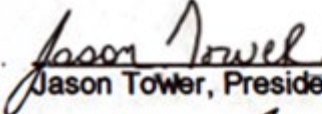
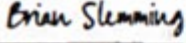


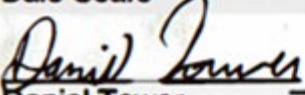
<u>FOR THE COMPANY</u>	<u>FOR THE UNION</u>
Designated by: <u>Martin Campeau</u> Martin Campeau	<u>Jason Tower</u> Jason Tower, President
Designated by: <u>Brian Stlemming</u> Brian Stlemming	<u>Dale Sears</u> Dale Sears
Designated by: <u>Stuart MacDonald</u> Stuart MacDonald	<u>Daniel Tower</u> Daniel Tower

LETTER OF UNDERSTANDING NO. 3

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 will provide:

An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time) classification/job title, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative within ten (10) days of each pay period.

IN WITNESS WHEREOF the parties have signed this **13th** day of **August, 2021**.

<u>FOR THE COMPANY</u>	<u>FOR THE UNION</u>
Designated by:  _____ Martin Campeau	 _____ Jason Tower, President
Designated by:  _____ Brian Stlemming	 _____ Dale Sears
Designated by:  _____ Stuart MacDonald	 _____ Daniel Tower

LETTER OF UNDERSTANDING NO. 4

The employee/employer will establish a joint Group Benefits Committee with three (3) representatives from the union and three (3) representatives from the employer. This committee will meet two times per year to review and address any concerns with current benefits. Additional meetings may be called if required by either party.

IN WITNESS WHEREOF the parties have signed this **13th** day of **August, 2021**.

<u>FOR THE COMPANY</u>	<u>FOR THE UNION</u>
Delegated by: <i>Martin Campeau</i> _____ Martin Campeau	<i>Jason Tower</i> _____ Jason Tower, President
Delegated by: <i>Brian Stemmig</i> _____ Brian Stemmig	<i>Dale Sears</i> _____ Dale Sears
Delegated by: <i>Stuart MacDonald</i> _____ Stuart MacDonald	<i>Daniel Tower</i> _____ Daniel Tower

LETTER OF UNDERSTANDING NO. 5

New

The Union and the employer agree to discuss, within the first 90 days of the ratification of this agreement, the benefit package that is offered to the employees in order for the Union to request changes. It is understood that there may be a specific time during the year where the changes will come into effect (depending on the level of changes).

IN WITNESS WHEREOF the parties have signed this 13th day of August, 2021.

<u>FOR THE COMPANY</u>	<u>FOR THE UNION</u>
Designated by: <i>Martin Campeau</i> _____ Martin Campeau	<i>Jason Tower</i> _____ Jason Tower, President
Designated by: <i>Brian Stemmig</i> _____ Brian Stemmig	<i>Dale Sears</i> _____ Dale Sears
Designated by: <i>Stuart MacDonald</i> _____ Stuart MacDonald	<i>Daniel Tower</i> _____ Daniel Tower