

Collective Agreement

Between



Aramark Canada Ltd

At

Memorial University

And

NAPE

Newfoundland and Labrador Association of Public and Private Employees

Duration: April 1, 2023 – March 31, 2026

THIS AGREEMENT made this 14th day of June, Anno Domini, Two Thousand and Twenty-Three;

Between

Aramark Canada Limited at Memorial University

Of the other part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

Of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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Article 1 **Purpose of Agreement**

1:01 The intention of this Agreement is to promote and maintain harmonious relations and close co-operation between the Employer and its employees. It is understood by both parties that their objective is the protection of the best interests of the Employer and its employees. Both parties will abide by the Agreement, it being their purpose to settle all differences without disturbance of Industrial peace.

Article 2 **Recognition**

2:01 The Employer recognizes the Newfoundland Association of Public Employees as the sole and exclusive bargaining agent for all employees of the Employer, save and except Managers, administrative staff, Manager Trainees, Chefs, and employees serving special functions such as banquets, bartenders, weddings, cocktail parties. The Union may apply to the Labour Relations Board of Newfoundland for the inclusion of Chefs.

2:02 No employees shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2:03 Persons who are not members of the bargaining unit, except Chefs and Head Bakers, shall not perform work of the bargaining unit except for the purpose of instruction or emergencies and provided that the aforementioned operations in itself do not reduce the hours of work or pay of any employee. Banquet staff will do table set up, serving and clearing of tables. Dishes will be scraped and washed by the bargaining unit employees if the special function is large enough to make up a minimum (3 hour) shift for a General Help Dishwasher.

2:04 (a) Employees shall have the right at any time to have the assistance of a full time representative(s) of the Association on all matters relating to Employer employee relations. Association representative(s) shall have access to the Employer's premises upon notification of place and time of visit to the Food Service Director and such permission will not be unreasonably withheld in order to provide the required assistance.

Employees involved in such discussions or investigations of grievances shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.

(b) Permission to hold meetings on the premises shall in each case be obtained from the Manager and such meetings shall not interfere with the operation of the Employer.

2:05 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to their Employer.

2:06 The Employer recognizes the right of the Association to appoint shop stewards.

2:07 Part-time employees shall be entitled to all benefits on a pro-rata basis.

Article 3 **Management Rights**

3:01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the services under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

3:02 Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, falling agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedures.

Article 4 **Discrimination and Harassment**

4:01 The parties are committed to providing a work environment in which all individuals are treated with respect and dignity.

- a) The parties agree that there shall be no discrimination, harassment, interference, restriction, solicitation, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, assignment of work or otherwise by reason of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion nor by reasons of their membership or activity in the Association.
- b) The union agrees to the Workplace Harassment Policy as established by Aramark Canada Limited. The Union shall be notified by the company of any changes to this policy within two (2) weeks of the change.

4:02 The Company and the Union agree to take every reasonable action to eliminate sexual harassment that is a threat to a person's well-being in the workplace.

4:03 Complaints under this Article will be dealt with by the Employer and the Union with all possible confidentiality. In settling the complaint every effort will be made to discipline the harasser, not the victim.

4:04 In cases of harassment that have not been settled to the satisfaction of either party, the complaint can be taken to Step Two of the Grievance Procedure.

Article 5 Association Security

5:01 Membership Requirement

All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Association according to the Constitution and By-Laws of the Association.

5:02 New Employees

All new employees shall, as a condition of employment, become and remain members in good standing of the Association from the date of hiring.

Article 6 Check-off of Association Dues

6:01 Check-Off Payments

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues of the Association.

6:02 Deductions

Deductions shall be forwarded to the President of the Association not later than the 20th day of the following month. The Employer will forward to the Association with the first dues deduction cheque following the signing of the Agreement, a list which shows the employee's name and employee number. Each month thereafter a list will be forwarded with the dues deduction cheques.

6:03 T-4 Slips

The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Association during the previous taxation year will be recorded on their T-4 statement.

6:04 Deductions to be made

The Association shall inform the Employer of the authorized deduction to be made.

6:05 Any changes to Union dues formulas must be forwarded to the Employer's Labour Relations Department thirty (30) days in advance of any changes.

Article 7 **The Employer and the Association Shall Acquaint New Employees**

7:01 **Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect and with the conditions of employment set out in the Articles dealing with Association security and dues check-off.

7:02 **Interviewing Opportunity**

A representative of the Association shall be given an opportunity to meet with 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 each new employee with the benefits and responsibilities of Association membership. Where possible, such meeting will take place on a group basis during the orientation program for new employees. The Steward or representative will provide the new employee with a copy of the Collective Agreement.

Article 8 **Correspondence**

8:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Food Service Director and the President of the Association with a copy to the Local Secretary.

Article 9 **Labour Management Committee**

9:01 **Establishment of Committee**

A Labour Management Committee shall be established consisting of three (3) representatives of the Association and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified, in writing, as to the names of the Association representatives selected.

9:02 **Function of Committee**

The Committee shall concern itself with the following general matters:

- (i) promoting safety and sanitary practices;
- (ii) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (iii) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9:03 Meetings of Committee

The Committee shall meet at least once each month as required at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee 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.

9:04 Chairperson of the Meeting

The meeting of the Committee shall be chaired alternately by the Employer's representative and the representative selected by the Association. The representative that is not the chair shall be the vice chair.

9:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be signed by the Chairperson and Vice Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice Chairperson shall each receive four (4) copies of the minutes.

9:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Association or of the Employer and does not have the power to bind either the Association or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Association and the Employer with respect to its discussions and conclusions.

Article 10 State of Emergency Due to Weather Conditions

10:01 State of Emergency- Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the President of the University, the Employer or the appropriate Provincial or Municipal authority.

- (i) All employees are required to report for duty as scheduled.
- (ii) An employee who worked during the emergency will be paid at the rate of time and one-half (1½) for all hours worked during the state of emergency.
- (iii) Employees required to stay overnight, shall be paid at the rate of time and one-half (1½) their regular rate of pay.

10:02 Where a state of emergency has not been declared but the university has closed the QE II library due to weather conditions the following shall apply:

- (i) The employee is required to contact the Employer once they have made every reasonable effort to get to work and have been unable to do so. The employee can then request assistance or alternatives from the Employer and if they are still unable to attend work there shall be no loss of pay.
- (ii) If an employee's work location closes before they report to work, they shall remain home, with no loss of pay, unless they are called by a Manager to come to work, in which case they shall be paid time and one-half (1 1/2) for hours worked during that shift.
- (iii) If an employee's work location closes after an employee has reported to work, they shall report to the Main Dining Hall for possible reassignment on the basis of seniority. If there are no available assignments, they may leave with no loss of pay.
- (iv) Main Dining Hall employees who are scheduled to work shall report to work. However, a Main Dining Hall employee is required to contact the Employer once they have made every reasonable effort to get to work but has been unable to do so. They can then request assistance or alternatives from the Employer and if they are still unable to attend work there shall be no loss of pay. Main Dining Hall employees who attend work shall be paid time and one-half (1 1/2) for every hour worked.
- (v) Employees who refuse an assignment as per 10:02 (iii) or who fail to report for work when required shall only be paid for hours worked.

Article 11 **Grievance Procedure**

11:01 **Definition of Grievance**

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

11:02 **Prompt Procedure**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Association Stewards to assist any employee in preparing and presenting their grievance in accordance with the Grievance Procedure.

11:03 **Processing of Grievances**

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representatives.

11:04 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their Departments for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld.

11:05 Settling of Grievances

- (a) An earnest effort shall be made to settle grievances fairly and promptly in the following manner.
- (b) An employee who feels they have a grievance, along with their Shop Steward if desired, will present the grievance verbally to their immediate supervisor within seven (7) days of the occurrence or discovery of the incident giving rise to the alleged grievance.
- (c) Subject to Clauses 11:06, 11:07, 11:13 and 4:04, a grievance shall be processed in the following manner:

Step One:

Within seven (7) days of the alleged occurrence or circumstance giving rise to the grievance, and provided the employee does not receive satisfactory settlement during the meeting under Clause 11:05 (b), the aggrieved employee, through their Shop Steward, may present his grievance, which shall include a written statement outlining the particulars of the grievance and the redress sought, in writing to the Food Services Director or designate. If either party considers that it is necessary, the Food Service Director, or designate, and the Shop Steward may meet and make an earnest effort to settle the grievance. If no meeting was necessary, and/or if the employee receives no reply, or does not receive satisfactory settlement within ten (10) days from the date on which they presented their grievance, the employee may proceed to Step Two.

Step Two:

Failing satisfactory settlement within ten (10) days after submission under Step One, the grievance may be submitted to the District Manager, or designate. If the employee receives no reply, or does not receive satisfactory settlement within ten (10) days from the date on which the grievance was presented, the employee may proceed to Step Three.

Step Three:

Should the employee not receive a reply or satisfactory settlement of their grievance in Step Two, the union may refer their grievance to arbitration as provided in Article 12: Arbitration hereof, within twenty-one (21) days of the date on which they should have

received a reply from the person designated in Step Two.

Step Four:

Should either party request it, within twenty-one (21) days from the expiration of the ten (10) day period for response referred to in Step Two, there may be a meeting of the Employee Relations Officer of the Union, the Chief Shop Steward and the Director of Human Resources or designate prior to application for arbitration. Should there be a meeting, the timelines or referral to arbitration will commence on the day immediately following the meeting date.

11:06 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees have the same issue, or the Association or the Employer has a grievance, it will first meet with the Food Service Director or the Employee Relations Officer of the Association as appropriate to try to resolve the dispute. If the dispute is not settled, the grievance will be initiated, in writing, at Step Two of the Grievance Procedure.

11:07 Association May Institute Grievances

- a) The Association and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step Two.
- b) The Employer shall have the right to grieve any violation of this Agreement. Such grievance shall be submitted to the President of the Union with a copy to the Local President. The President or their designate shall meet with the Food Service Director to solve the grievance. If it is not settled at this level, either party may submit the grievance to arbitration.

11:08 Replies in Writing

Replies to grievances stating reason shall be in writing at all Steps.

11:09 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11:10 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 34:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

11:11 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error.

11:12 Local President

Where reference is made throughout the Grievance Procedure to Shop Steward, it is agreed that the Local President may process a grievance, if deemed desirable by the Association.

11:13 In the case of dismissals and suspensions pending dismissal, the grievance will be initiated, in writing, at Step Two.

Article 12 Arbitration

12:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement and at the same time, provide the names of three (3) arbitrators. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail either accepting one of the arbitrators submitted or provide the names of three (3) alternate arbitrators. If they are unable to agree on a single arbitrator from the names submitted within a further five (5) days, they may then request the Minister of Environment and Labour to assist them in selecting an impartial single arbitrator.

12:02 Arbitrator's Procedure

The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempts at justice, the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. The Arbitrator shall hear and determine the difference or allegation and render a decision within thirty-five (35) days from the time of their appointment.

12:03 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangements which it deems just and equitable.

12:04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

12:05 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

12:06 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses. Employees, while in attendance at the hearing and/or giving evidence, shall be considered on paid leave with no loss of wages or benefits.

Article 13 Probation, Discharge, Suspension and Discipline

13:01 Disciplinary action shall mean any action taken by the Employer directed towards an employee which results in:

- a. Written reprimand;
- b. Suspension;
- c. Discharge.

13:02 No employee, who has completed his probationary period, shall be disciplined except for just cause.

13:03 When an employee is disciplined by the employer in a manner described in Article 13:01 the employee has the right to receive such discipline in the presence of a Shop Steward. At that time the employee will be advised of the type of discipline being imposed and the reasons for such disciplinary action. Following a disciplinary meeting, and within seven (7) calendar days, written particulars of the discipline will be provided to the employee and copied to the Local secretary.

13:04 Probationary Period

To complete the probationary period an employee is required to work sixty-five (65) days. For the purpose of this clause, time off with pay approved by the Employer shall be considered as time worked.

13:05 Termination of Probationary Employees

The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the Grievance and Arbitration Procedures.

13:06 A grievance resulting from the disciplinary action referred to in Article 13:01 (b) or (c) shall be initiated at Step Two of the Grievance Procedure but in any event, they shall be entitled to a hearing.

13:07 The employee shall, when grieving a disciplinary action state the clause or clauses of this agreement which they allege have been contravened by the Employer.

13:08 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

13:09 Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or precedes a written warning, the employee shall have the right to be accompanied by a Shop Steward.

13:10 Adverse Report

- (a) The Employer shall notify the employee, in writing, of any dissatisfaction concerning their work within seven (7) working days of the event of a complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.

The report of an employee shall not be used against them after twelve (12) calendar months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of their record.

This Article shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report including the report itself, shall be disregarded and subsequently removed from the personal file after twelve (12) calendar months. The employee shall be responsible to see that any such documents are removed.

- (b) In the event that the dissatisfaction is with respect to theft, sexual harassment or workplace violence, then the warning or reprimand may be used by the Employer to up

to twenty-four (24) calendar months.

13:11 Personnel Files

No entry, of a detrimental nature, which may be used in a subsequent disciplinary action, will be maintained on an employee's personnel file without their prior knowledge. An employee shall, upon reasonable notice to the Employer and in the presence of an Employer representative, be allowed to inspect their personal file and may be accompanied by a representative of the Association if they so desires. There shall be one (1) official recognized personnel file for each employee.

13.12 Justice and Dignity Provision

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based upon the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from their place of employment, it shall be with pay.

Article 14 Seniority

14:01 Seniority Defined

- a) Seniority is defined as the length of service with the Employer and subject to the provisions contained elsewhere in the agreement, and shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis.
- b) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced up to the date of the signing of the Agreement and following the signing, each employee's record will reflect the amount of seniority earned in hours from that date. If a tie exists between two or more employees, then it shall be broken by a mutually agreeable random select method.

14.02 * a) An up-to-date seniority list shall be sent to the Association and posted on all bulletin boards on March 1st and August 15th of each year. **The cutoff date used to calculate the updated seniority list will be the payroll ending immediately preceding March 1st and August 15th.** Employees shall have thirty (30) days to challenge the list for correction of errors.

- b) In order to accumulate a year of service, an employee must work a total of 1828 hours. The employer shall record seniority on the basis of years first and then hours.

14:03

Newly Hired Employees

- a) Newly hired employees shall be on a probationary basis for a period as indicated in Clause 13:04 and subject to Clause 13:05 shall be entitled to all rights and benefits of this Agreement. After completion of their probationary period, seniority shall be effective from the original date of employment.
- b) Through mutual agreement between the parties the Employer may extend the probationary period. 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.
- c) Conservation of Seniority
Unless otherwise stipulated in this Agreement, employees shall not earn seniority and shall not lose accumulated seniority in the following cases:
 - (i) approved leave of absence without pay for one (1) year;
 - (ii) layoff of less than one (1) year.
- d) Accumulation of Seniority Other than for Time Actually Worked
Unless otherwise stipulated in this Agreement, employees shall accumulate seniority in the following cases:
 - (i) Annual vacation leave;
 - (ii) Paid sick leave, including weekly indemnity;
 - (iii) Period of unpaid sick leave to a maximum of 12 months per period of unpaid sick leave;
 - (iv) Special paid leave;
 - (v) Maternity leave;
 - (vi) While on Workers' Compensation;
 - (vii) Adoption leave;
 - (viii) All approved courses;
 - (ix) Bereavement leave

14:04

Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- a) they are discharged for just cause and is not reinstated;

- b) they resign;
- c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- d) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer Informed of their current address and telephone number. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work. Upon receipt of notice of recall, the employee shall within two (2) days, excluding weekends and statutory holidays, notify the Employer of their intentions.
- e) they are laid off for a period of twenty four (24) months;
- f) they refuse registered mail concerning discipline or a recall to work;
- g) they refuse to work as required when recalled.
- h) 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 Employer, or if they take employment other than that declared and agreed upon when applying for a leave of absence.

14:05 * Appointments, Assignments and Seniority outside Bargaining Unit

No employee shall be assigned to a position outside the bargaining unit without their consent. If an employee accepts a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit. An employee assigned outside the unit for twelve (12) calendar months or more shall lose their seniority.

14.06 Whenever practical, recalled employees will fill the temporarily vacated positions.

Article 15 Promotions and Staff Changes

15:01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Secretary. The employer agrees that no positions shall be posted during periods of seasonal layoff.

15:02 Information on Postings

Notices of new positions or of vacancies inside the bargaining unit shall contain the following: salary rate or range, vacancy type, shift, vacancy location, classification, qualifications, required experience, relevant knowledge, skills and abilities, and for informational purposes only, current shift schedule, 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".

- 15.03 a) No position will be filled from outside the bargaining unit unless in the case of an emergency until the applications of present employees have been fully processed.
- b) If, in the Employer's opinion a temporary position is expected to exceed a period of eight (8) continuous weeks, such position shall be posted in accordance with Clause 15:01.

15:04 Role of Seniority in Filling of Vacancies

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) That job opportunity should increase in proportion to length of service.
- c) for the purposes of awarding job competitions only, seniority of the applicants shall be considered as the seniority each applicant has at the end of their shift on the final day of posting.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or assignment shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within two (2) weeks of posting.

15:05 Trial Period

- a) The successful applicant shall be placed on trial for a period of twenty (20) days' worked. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of twenty (20) days' worked. In the event that 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, they shall be returned to their 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 their former position, wage or salary rate, without loss of seniority, provided the position still exists. If it does not exist, the employee may use bumping rights.

- b) An employee while on trial period in a new position may revert to their former position within 7 (seven) days of the beginning of their trial period in the new role. An employee shall be limited to reverting to their previous position in accordance with this Article twice within one calendar year.
- c) If the senior applicant who meets the necessary job requirements returns to their former position the next senior applicant(s) will be awarded the position until the list of applicants is exhausted or two (2) months has passed since the date of posting, whichever comes first.

15:06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is actually training prior to filing of a vacancy and indicates so in their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and shall revert to their former position if the required qualifications are not met within such time.

15:07 Notification of Successful Applicant

Within five (5) 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 Association via the Local Secretary and Local President. The Local Secretary shall be notified of all promotions, lay-offs, recalls or terminations of employment.

15:08 Incapacitated Employee Accommodations

An employee incapacitated by injury, accident, illness, or disablement, and who has submitted satisfactory medical documentation stating functional abilities and limitations shall be reasonably accommodated in their own position first. If the employer is unable to provide reasonable accommodation in their own position, the employee may attempt to bump into a suitable position using the procedure set out in Article 16.01 based on seniority.

15:09 On-the-Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

15:10 Training Courses

- a) The Employer shall bulletin all in service training courses for a period of not less than ten (10) days. The bulletin shall contain the name and dates of the course and where other further information can be obtained. In the process of selection from those applicants who are members of the bargaining unit, seniority shall prevail, provided that the senior applicant meets the required qualifications for admission to the course.
- b) An employee looking to avoid temporary reduction of hours shall advise the employer of their desire to receive training in a position for which they are not qualified in order to maintain employment during periods of maximization of hours. The employer shall provide training opportunities to such individuals on the basis of seniority.
- c) The employer reserves the right to determine the training requirements and to limit the number of employees who receive such training. An employee who has been trained in accordance with this article will be expected to avoid seasonal layoff by accepting a position in the job they have received training for.
- d) An employee interested in working during the Summer period shall notify the Employer of their interest by January 15th of each year and shall specify which positions for which they desire training. Seniority shall be the governing factor for the Summer period pending employees are qualified and able to perform the duties.

It should be noted that 16.06 Super Seniority will apply in this circumstance.

15:11 Assistance for Training

The Employer agrees to give as much assistance as practical to employees who desire further training.

15:12 Changes in Pay on Promotion

Changes in pay rates as a result of promotions shall be effective from the date of promotion as specified in the letter of appointment.

Article 16 Layoff and Recall

16:01 Layoff Procedure

- a) Both parties recognize the following principles:
 - (i) that job security shall increase in proportion to seniority and their ability to perform the available work;

- (ii) That a layoff is defined by the abolition of the employee's regular position, the permanent reduction of hours, or the fundamental change in a position;
- (iii) for situations other than that contemplated under 16:02 an employee issued a layoff shall be entitled to bump a junior employee of their choosing;
- (iv) that the employee must bump into whatever position(s) held by the employee being bumped;
- (v) That employees so displaced by this process shall bump as set out in this article.
- (vi) A seasonal lay-off occurs on or around April 30th of each year.

Ten (10) days prior to the date of a layoff, the Employer will issue a written layoff notice to employees whose positions are affected. An employee shall have 48 hours from the receipt of the layoff letter to either accept the layoff or bump in accordance with Article 16 in any classification in which the employee is qualified and capable of performing the work required and provided the employee being bumped has less seniority.

16:02 *

Maximizing Hours

- a) During mid-term breaks, Easter week, the first work week in September and January, the last work week in December and April or during any other temporary reduction of hours greater than two (2) days, the employer will in respect of operational requirements, create assignments of up to full-time from Thursday to Wednesday.

Employees who do not wish to work during these periods must submit a leave request.

- b) In order to obtain the maximum number of hours possible during this period, employees may be required to work different classifications, split-shifts, and weekends. The parties agree that senior employees shall be entitled to the most hours up to a full time assignment. Assignments will be made in descending order of seniority amongst those qualified employees capable of fulfilling the position, and providing operational requirements are met. Where a position from the September recall schedule occurs on the maximizing hour's schedule, employees will be placed into their selected recall position. When a full assignment is not available in the recall position, remaining hours will be scheduled in a manner that minimizes the total days worked during the maximization period.
- c) The employer will provide written notification and post the schedule in respect to the above ten (10) days prior to the date the schedule takes effect.

- d) **Following the weeks during which hours are maximized, employees shall revert to their position they held prior to the maximization of hours.**
- e) **Employees who work during the dates listed in Article 16.02 will be paid the salary rate for the position classification in which they are working.**

16:03 *

Recall Procedure

- (a) **Recall is defined as the action taken by the employer to bring an employee back to the workplace.**
- (b) **Employees shall be recalled in order of seniority provided those employees being recalled have sufficient qualifications to perform the work required.**
- (c) **When an employee's original position recurs, the employee shall return to it, in accordance with their seniority.**
- (d) **Employees who are to be recalled in September will receive notice of recall in writing. This notice shall indicate a two (2) day period during which employees are expected to be available to discuss with their Manager the shift schedule available and their placement on the shift schedule. Employees not available during this two (2) day period will be assigned an appropriate shift on the basis of their respective seniority. A local officer shall be present where the shift schedule is offered to employees.**
- (e) **Employees who are not working full-time hours after maximization has taken place and who have expressed to the employer a desire to work additional hours shall be on call for the duration of the maximization period for hours up to full-time.**
- (f) **Training for new or reclassified positions shall be posted at September recall if training is required.**

16:04

No New Employees

No new employees shall be hired until employees who have completed the probationary period, who are on layoff status or under notice of layoff, have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work required.

16:05

Notice of Layoff

The Employer shall notify employees who are to be laid off in accordance with Article 16,

if they have not had an opportunity to work the period of notice as provided in this Article, they shall be paid for the days for which work was not made available.

16:06 Super Seniority

The Local President shall be granted super seniority in the case of recall and layoff.

16:07 Employees re-employed after layoff shall, for the purpose of this Agreement, be placed on their respective salary scales on a step not lower than the step they were on at the date of termination provided that they have not been out of the employment of the Employer for a period of more than one (1) year.

Article 17 Hours of Work

17:01 * Subject to the Employer's right to lay off employees in accordance with Article 16, the Employer agrees, for the life of the agreement, to guarantee **fifty-two (52)** separate full-time positions at 37.5 hours over five (5) days within a week for the period September to April.

The Employer reserves the right to reduce the number of full time positions for full time employees due to circumstances beyond the control of the Employer or the University;

- (a) Including, for the purposes of illustration and not limitation, reductions in the student resident population or university population on a pro rata basis, after a thirty (30) day trial.
- (b) Disasters, emergencies and usual reductions of hours during semester breaks.
- (c) Such reductions shall be made in accordance with Article 16 of the Collective Agreement.

17:02 During the school year (September to April) work schedules for full time and part time employees with a permanent assignment shall be posted for the semester at least one (1) week in advance. Provided the employee affected is given a minimum of twenty-four (24) hours' notice, the start and/or ending hours of a particular shift within the posted schedule may be modified. This notice does not apply to temporary employee(s) or in the case of special events arranged or cancelled by the client on short notice. In these cases, the Employer will endeavor to give affected employees as much notice as possible.

17:03 In the event the Employer determines that a permanent modification of a position is necessary, a minimum of fourteen (14) days' notice will be provided unless the change is required due to circumstances beyond the employers control.

17:04 An employee, who anticipates being delayed in reporting for work or who is unable to

report to work due to illness or other reason authorized by the terms of this collective agreement, shall notify their manager on duty as soon as possible and, in any event, this should be one (1) hour prior to the morning (am) shift and two (2) hours prior to the afternoon/evening (pm) shift. The Employee shall indicate a reason for absence at the time of reporting.

Failure on the part of the employee to conform to the foregoing may result in disciplinary action.

17:05 Employees who work thirty-seven and one half (37.5) hours in five days in a week, shall have every second scheduled weekend off, provided employees agree that days off do not need to be consecutive during the balance of the two (2) week period. The employee may waive the right to every second weekend off.

17.06 There shall be no split shifts except by mutual consent between the employer and the employee.

a) Employees shall not be required to work more than five (5) days in a week.

b) The minimum hours in a shift shall be three (3) hours.

17:07 For shifts;

More than 3 hours up to and equal to 4.5 hours	15-min paid break
More than 4.5 hours but less than 7 hours	15 min paid break and a 30-min unpaid break
7 hours or more	Two 15-min paid breaks and a 30-min unpaid break (one 15-min break will be scheduled in the first half of the employee's shift and one 15-min break shall be scheduled in the second half)

All breaks will be scheduled, where possible, so that the services of the Employer will not be unduly affected.

17:08 Employees that are entitled to the one half hour unpaid break will be allowed one free meal in accordance with the policies of the employer. During the meal period, employees are permitted to leave the premises.

17:09 * Shift Differential

A shift differential of **one dollar and fifty cents (\$1.50)** an hour in addition to their regular pay will be paid to any employee who is required to work between the hours of 8:00pm

on one day and 6:00am on the following day.

17:10 When a shift in a higher paying position becomes available, it will be offered to the most senior qualified employee working that day. The senior qualified employee shall have the right to relinquish their regularly scheduled shift for that day and instead perform the duties of the higher paying shift provided a qualified replacement worker is available to fill the vacancy. The employer shall then initiate the process of replacement for the employee's regularly scheduled shift on the basis of seniority if deemed necessary.

17:11 a) Vacant shifts known to the employer prior to the posting of the weekly vacancy schedule will be assigned to part-time employees based on seniority, qualifications, and on the condition that the shift being assigned does not conflict with any shift the employee may have scheduled that day. If the vacant shift exceeds the hours of their regularly scheduled shift, the shift with more hours will be assigned.

b) Vacant shifts known to the employer after the posting of the weekly vacancy schedule or upon short notice (sick calls, bereavement leave, emergency, etc.) shall be filled in the following manner:

(i) For 7.5 hour shifts – The senior qualified part-time employee who is not working 7.5 hours in that day shall be offered the vacant shift. In the event the employee scheduled to work that day in a shift shorter than 7.5 hours, they shall have the right to relinquish their regularly scheduled shift for that day and instead perform the duties of the 7.5-hour shift.

(ii) For shifts of shorter duration – The senior qualified part-time employee shall be offered the vacant shift if the vacant shift exceeds the hours of their regularly scheduled shift.

c) Notwithstanding anything in this clause, an employee shall not be scheduled for any shift which, if worked would give them more than 7.5 hours for that day or 37.5 hours for that week.

d) Part-time and temporary employees shall, in conformity with policies and procedures regarding relief work, notify the employer in writing of their availability on the form provided by the employer.

17.12 * Fundamental change will require a position to be reposted. Fundamental change is defined as but not limited to:

1. The change of hours of work by two (2) hours or more.
2. **The change of hours of work by four (4) hours or more for Ramadan.**
3. A permanent increase or decrease in the hours of work.

4. Change in the core duties of this position.

17.13 The Employer shall endeavor to ensure that all schedules will be made available at all locations.

Article 18 **Overtime**

18.01 * a) The overtime rate shall be one and one-half times the normal rate of pay, and shall be paid to any employee for all hours worked over seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week. Any paid leave during the work week shall be considered as part of an employee's hours worked. **If an overtime shift exceeds (7.5) hours an employee shall be compensated at a rate of double-time (2) for all hours worked in excess of (7.5) hours.**

b) All time worked by a part-time employee in excess of the equivalent full time hours on a daily or weekly basis shall be considered overtime. Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift.

18:02 All overtime must be authorized in advance by the Employer or representative of the Employer.

18:03 **Meal Periods**

a) The Employer will endeavor to post the meal period for employees prior to the commencement of the shift but in any event, it shall be posted within the first two (2) hours of the shift.

b) Employees recalled to the work area during the meal break will be paid at the applicable rate for the period worked.

18:04 The Employer will offer available positions overtime and callback to employees by seniority provided those employees have sufficient qualifications to do the work required. For the purpose of administration of this Article:

a) As of September 1st each calendar year all employees will have their annual overtime and callback record adjusted to zero (0). As overtime or callback is required, the Employer will offer the overtime or callback on a rotational basis.

b) If an employee who is offered overtime or callback declines the opportunity, the Employer will record the amount of overtime or callback offered and declined. If an employee accepts the overtime or callback, the Employer will record the amount of overtime or callback worked.

- c) As further overtime or callback is required, the Employer will offer it to the most senior employee who has not previously been offered overtime or callback in that previous overtime and callback year and continue to record the amount of overtime or callback offered and whether the employee has declined or accepted the overtime or callback until the seniority list has been exhausted.
 - d) Thereafter, as further overtime or callback is required, the Employer will offer it first to the employee with the least overtime or callback offered, regardless of that employee's position on the seniority list.
 - e) Where all employees have been offered or have worked the same amount of overtime or callback, then again to the most senior employee, repeating the process from sub-paragraph (b) above.
- 18.05 a) An employee who has left their place of work and is subsequently recalled to work outside their normal working hours to work less than a full shift shall be paid a minimum of three (3) hours at the applicable rate.
- b) When an employee is recalled to work under the conditions described in (a) above, they shall be paid the cost of transportation to a maximum of ten dollars (\$10.00) for each callback.

Article 19 **Holidays**

19:01 **Holidays:**

Employees shall receive one (1) day paid leave for each of the eleven (11) holidays as follows:

- (a) New Year's Day
- (b) Family Day (Recognized in February)
- (c) Good Friday
- (d) Victoria Day
- (e) Memorial Day
- (f) Labour Day
- (g) Remembrance Day
- (h) Christmas Day
- (i) Boxing Day
- (j) Thanksgiving Day
- (k) St. Patrick's Day

19:02 Compensation for Holidays Falling on Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday, and is not proclaimed as being observed on some other day, employees who work on that day shall observe the day proclaimed as a holiday for calculation of benefits under Article 19: Holidays. All other employees shall observe the following Monday as the holiday.

19:03 Compensation for Holidays Falling on a Sunday

For the purpose of this Agreement, when any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 19- Holidays.

19:04 Pay for Scheduled Work on Holidays

Employees who are scheduled to work on a designated holiday and work in Clause 19:01 shall be paid at the rate of time and one-half (1 ½) and will be granted either another day off in lieu to be mutually agreed between the employee and Supervisor or be paid one (1) day's regular pay in lieu. The employee's decision to receive time off must be conveyed to the Supervisor within seventy-two (72) hours of working on the holiday. Should the time off not be taken within sixty (60) calendar days, the employee shall receive one (1) day's regular pay in lieu.

19:05 Compensation for Holidays Falling on Scheduled Day Off

When any of the aforementioned holidays falls on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days. If such time off cannot be granted within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu.

19:06 Compensation for Work Performed on a Holiday Falling on Scheduled Day Off

When a holiday falls on an employee's day off and they are required to work on such a holiday, they shall receive one and one-half (1 ½) hours' pay for each hour worked on such a holiday in addition to holiday pay. If, at the request of the employee, time off in lieu is granted, it shall be on the basis of one and one-half (1 ½) hours off for each hour worked in addition to the holiday pay.

19:07 New Holiday

Should any new holiday not routinely scheduled be specifically proclaimed by the Provincial authorities, the parties agree to meet to discuss its inclusion in Article 19.01.

In any event, the total paid holidays in 19.01 shall not exceed eleven (11).

19:08 In order to be eligible for statutory holiday pay, an employee must have been paid ten (10) of the previous twenty-eight (28) days and has to have worked the scheduled day before and the scheduled day after the holiday.

19:09 In cases where an employee's work location is closed for a statutory holiday, for periods not included in Article 16:02, the employee shall be permitted to displace a junior employee who is scheduled to work the holiday provided the employee has indicated their desire to work the holiday and they are qualified and capable of completing the work and the position(s) of the person being displaced. The employee will be paid at the rate of pay for the position in which they are working for all time worked on the day. The Employee is responsible for checking the schedule in their work location to ensure they know when they are scheduled to work. The Employer shall endeavor to ensure that schedules will be made available at all work locations.

19.10 Employees shall have the option to bank stat holidays and use at a later date. Employees will have to use this within three (3) months. The proposed date must be mutually agreed upon by management and the employee. The employee will be required to complete a leave request form one (1) month in advance. Management agrees to not unreasonably withhold.

Article 20 Vacations

20.01 a) An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- 0-3 years' employment..... 5% of wages earned and/or 2 weeks' vacation.
- 4-8 years' employment..... 7% of wages earned and/or 3 weeks' vacation.
- 9 or more years' employment..... 9% of wages earned and/or 4 weeks' vacation.

b) i) For the purpose of calculation of vacation, an employee's wages will be those wages earned in the twelve (12) month period from July 1 to June 30.

ii) If an employee becomes eligible for a greater amount of vacation entitlement within the period July 1 to June 30, they will be paid the greater amount and time off only for that portion of the year after they became eligible.

20:02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be mutually agreed upon.

20:03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive the benefit of such increase from the effective date.

20:04 Vacation for all employees with less than one year of service will be paid as a percentage of gross wages, less statutory deductions, on each pay period. Employees with more than one year (12 months) of service may continue bi-weekly payout of vacation earnings, or opt to have vacation paid out in a lump sum on an annual anniversary date on the first pay day in March (on or after March 1st) Employees must notify the employer in writing by June 30th if they wish to change their vacation option.

20:05 Vacation Pay on Termination or Retirement

- a) An employee terminating their employment, at any time in their vacation year, before they have had their vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.
- b) Subject to Article 16:05, employees shall give the Employer fourteen (14) days' notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

20:06 Selection of Vacation Dates

Employees not on summer layoff will notify management by April 15th of the dates desired for vacation. Dates will be designated by seniority.

20:07 Vacation Schedules

- a) Summer Vacation schedules for employees not on summer layoff shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

- b) Vacation requests for the rest of the year shall be approved by department on a first-come-first-served basis based on operational requirements. The employer will endeavor to approve vacation request as quickly as possible after submission.

20:08 Overtime Vacation Rate

When an employee is required to work during their vacation, they shall receive pay of time and one-half (1 ½). Hours worked while on vacation shall not be deducted from the employee's vacation credit.

- 20:09 an employee who is off on sick leave which coincides with their scheduled vacation and brings a doctor's note to prove illness shall have their vacation rescheduled on return to work on a mutually agreed time. The Employer shall make every reasonable effort to accommodate the employee.

Article 21 Sick Leave

- 21:01 * a) **As of April 1, 2022, employees will have 9 sick days. An employee missing a day because of illness will be paid according to the actual number of hours that would have been worked on that day. Permanent full-time employees have the option of availing of sick leave in half day increments. An employee may carry forward to another year a maximum of three (3) sick leave days not taken by them in the previous year. No employees can have more than twelve (12) sick days in any given year. The Employer understands that serious non-occupational illnesses and injuries may occur, forcing an employee to be absent for an undetermined period of time. In these circumstances, employees will be entitled to access the Employer's modified work program and weekly indemnity (i.e. Short Term Disability) program associated with the benefits outlined in this agreement.**
- b) Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, attending a medical appointment or because of an accident or illness for which compensation is not payable under the Worker's Compensation Act. **The nine (9) days of paid sick leave bank will begin on May 1st each year.**
 - c) Prior to the start of the shift, every reasonable effort will be made to notify the Employer of sick leave. This should be provided at least one (1) hour prior to the start of the shift.
 - d) In order to be able to use paid sick leave for medical appointments as per article 21.01 (b), the employee must provide as much notice as reasonably possible but no less than 48 hours' notice of their scheduled appointment to their manager.
 - e) The Employer shall pay for all required functional assessments.

21:02 * Proof of Illness

- a) Before receiving sick leave with full pay an employee may be required to provide a medical certificate signed by a physician for an illness in excess of three (3) consecutive working days.
- b) In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a reason for absence form signed by a physician for any period of illness.
- c) An employee shall have the option of being attended to by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended to by their personal physician.
- d) Employees who require an accommodation due to a medical or physical condition must provide an updated APR by the end of the first week of each semester.

21:03 If an employee becomes ill during the first half of a shift, they will be paid for the full day and have one-half (1/2) day deducted from their sick bank. If an employee becomes ill during the second half of their shift, they will be paid for hours worked and have no time deducted from their sick bank.

Article 22 Leave of Absence

22:01 No more than three (3) employees will be on the Negotiating Committee and these employees shall not suffer any loss of pay or benefits for total time spent in negotiations with the Employer.

22:02 Grievance and Arbitration Pay Provision

Representatives of the Association shall not suffer any loss of pay or benefits for total time spent in the Grievance and Arbitration Procedures.

22:03 The Employer agrees to provide the bargaining unit a total of no more than seven (7) days per year without loss of pay for authorized Association business.

22:04 Leave of Absence for Full Time Association Representatives

An employee who is elected or selected for a full time position with the Association or anybody with which the Association is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of eighteen (18) months. Such leave shall be renewed each year on request during their term of office.

22:05 * Paid Bereavement Leave

Subject to Clause 22:05 (c), an employee shall be entitled to bereavement leave with pay as follows:

- a) In the case of the death of an employee's mother, father, brother, child, sister, spouse, legal guardian, common-law spouse, fiancée, grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-parents, step-children or near relative living in the same household, three (3) consecutive days. An employee shall be entitled to two (2) additional days of unpaid leave.
- b) In the case of their son-in-law, daughter-in-law, brother-in-law, or sister-in-law, aunt/uncle, one (1) day. An employee shall be entitled to two (2) additional days of unpaid leave.
- c) If the death of a relative referred to in Clause 22:05 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- d) In cases where extraordinary circumstances prevail, the Employer at their discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 22:05 (a), (b) and (c).

22:06 Maternity Leave

- a) Subject to Clause 22:06, an employee may request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Clause.
- b) An employee may be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. The maximum maternity leave allowed under this Clause shall be thirty three (33) weeks in total, however, upon the advice of her physician, additional maternity leave may be granted at the discretion of the Employer and such a request shall not be unreasonably denied.
- c) The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.
- d) The employee may return to duty after two (2) weeks' notice of her intention to do so on production of a satisfactory certificate of fitness from her physician.
- e) An employee may be awarded sick leave for illness that is a result of or may be

associated with pregnancy before commencing maternity leave.

- f) While on maternity leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application).
- g) An employee who applies for a position in accordance with Clause 15:01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 15:04. If the employee on maternity leave is successful, her trial period shall start upon her return to work.
- h) Upon written request to the Employer from the employee who is on maternity leave, job postings shall be forwarded to the employee.

22:07

Adoption Leave

- a) Subject to the approval of the Employer, special leave without pay for a maximum period of thirty three (33) weeks shall be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for seniority and vacation purposes. Such leave shall not be unreasonably denied.
- b) The employee shall resume their former position and salary upon their return from adoption leave with no loss of accrued benefits.
- c) The employee may return to duty after two (2) weeks' notice to the Employer.

22:08 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as a juror or witness in any Court. The employee will present proof of service that they attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer. An employee will suffer no loss of pay or accumulative benefits for time spent as a Court witness in any matter arising out of their employment. Any money received by the employee for serving on a jury will be returned to the Employer.

22:09 Education Leave

An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay, benefits and seniority to write examinations required by such course. An Employee will also accumulate seniority and benefits on leave to attend an Employer approved upgrading course.

22:10 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to them.

22:11 Extended Unpaid Leave

Upon written request a permanent employee who has completed three (3) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits subject to the operational requirements of the Employer's operation and the availability of qualified replacement staff. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks. An employee on extended unpaid leave may return to their position at any time upon giving the Employer four (4) weeks' notice.

22:12 Family Leave

An employee who works in excess of twenty (20) hours per week during the academic term shall be granted leave, prorated as applicable, with pay for the following:

- a) to attend to the temporary care of a sick close family member not necessarily living in the same household;
- b) to attend the needs related to the birth or the adoption of an employee's child;
- c) to attend to the needs related to home or family emergencies;
- d) to accompany a dependent close family member on a dental or medical appointment; to attend meetings with school authorities.

22:13 To qualify for family leave as per Article 22:12 the employee shall:

- a) provide the Employer with as much notice as is reasonable and possible;
- b) provide the Employer with valid reasons why leave is required;
- c) make every reasonable effort to avoid taking leave by scheduling appointments for off duty hours; and
- d) take only such leave to a maximum of fifteen (15) hours annually as is reasonably required to attend to the matter.

22:14 Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family

violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

Article 23 Wages and Allowances

23:01 Availability of Salary Cheques

- a) Pay shall be remitted through a system of direct deposit. Salaries shall be paid biweekly.
- b) Upon layoff or separation from the Employer, an employee shall receive a Record of Employment within one (1) week of his/ her last paycheck.
- c) Within three (3) Business days the Employer will issue revised checks for Employer error greater than one-hundred dollars (\$100) gross.

23:02 Pay on Temporary Assignment to Higher Position

- a) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure, provided that they fill the position for a period of at least 3 hours and shall be paid the higher rate for all hours worked in the temporarily assigned position.
- b) Temporary assignments within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

23:03 Effective date of ratification, the Employer agrees to compensate employees, who use their personal vehicles for business purposes, in accordance with Aramark's Reimbursement Policy.

Article 24 Definitions

24:01 Plural or Feminine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

24:02 For the purpose of this Agreement:

- a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 3.
- b) "Classification" means the identification of a position by reference to a class title and pay.
- c) "Day" means a calendar day unless otherwise stipulated in this Agreement.
- d) "Day of rest" means a day on which the employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- e) "Demotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay.
- f) "District Manager" means the Senior Executive designated by the Employer as responsible for the Atlantic Region or the official authorized by them to act on their behalf.
- g) "Employee" or "employees" means any person employed in a position which falls within the bargaining unit.
- h) "Employer" means Aramark Canada Limited at Memorial University.
- i) "Full time employee" means a person who holds a position of thirty seven and one half hours (37.5) per week.
- j) "Holiday" means the twenty-four (24) hour period commencing at 0001 hour of a calendar day designated as a holiday in this Agreement.
- k) "Layoff" means the abolition of the employee's regular position, the permanent reduction of hours, or the fundamental change in a position.
- l) "Leave of absence" means absence from duty with the permission of the Employer.
- m) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- n) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- o) "Part-time employee" means a person who works less than thirty-seven and one half (37.5) hours per week
- p) "Permanent employee" means an employee who has completed their probationary period and is employed without reference to any specific date of termination of service.
- q) "Promotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a higher pay.
- r) "Reclassification" means any change in the current classification of an existing position.

- s) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- t) "Sexual harassment" means any sexual advance that threatens a worker's job or wellbeing.
- u) "Special function" means any food service that requires the service of a trained waitress to work on banquets, weddings, cocktail parties. It does not include any function that is presently performed by bargaining unit personnel such as food service lines, cafeterias and cash units.
- v) "Temporary position" is a position with a defined end date.
- w) "Vacancy" means an opening which is either permanent or temporary, and either part time or full-time (for more than eight (8) weeks as outlined in Clause 15:03).
- x) "Week" means the period from 0001 hours Thursday to 2400 hours the following Wednesday, inclusive.

Article 25 Employee Benefits

25:01 All permanent full time or part time employees who have completed their probationary period and have regular assignment of over twenty (20) hours per week will be covered by the Aramark Canada Limited Insurance Plan (The Plan). In order to maintain eligibility in The Plan, employees must continue to work over twenty (20) hours per week.

25:02 Employees shall be covered in accordance with the Newfoundland and Labrador Workplace Health, Safety and Compensation Act.

25:03 Pensions

Upon completion of their probationary period, the Employer shall offer a money purchase pension plan integrated with the CPP; the plan to be administered by a recognized trust company for permanent full-time and part time employees who have an assignment of over twenty (20) hours per week, exclusive of relief shifts or temporary assignments, with more than six (6) months of continuous employment.

Employer shall contribute on behalf of each such eligible enrolled Employee six percent (6%) of the employee's gross bi-weekly earnings, inclusive of CPP, to the money purchase plan, and each such employee, should they be eligible and choose to enroll, shall contribute to the plan, inclusive of CPP, six percent (6%) of their gross bi-weekly earnings.

Article 26 Technological Change

26:01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Association of the change with 30 (thirty) days' written notice.

26:02 Consultation

Any such change shall be made only after the Association and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Association.

26:03 In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employees.

Article 27 Contracting Out

27:01 The Employer will be permitted to contract out work in the event of an equipment breakdown, fire or other related event or at any time where it does not directly result in a reduction in the regular assignment of personnel or where the bargaining unit employees do not have the capability or qualifications to perform the work or complete the tasks.

Article 28 Uniform and Clothing Allowance

28:01 * Uniform Requirements

If the Employer requires the employees to wear uniforms, then the Employer will issue three (3) uniforms per year at no cost to the employees. The Employer will replace a uniform piece that it deems necessary to replace. The Employer will place the order for new uniforms on or before September 30th of each year. **The Employer will work with each employee to select one (1) pair of non-slip shoes per calendar year through the Employer's approved supplier to a maximum value of eighty dollars (\$80.00) at no cost to employee.**

28:02 Uniform Style

Uniforms shall be of the type and design approved by the Employer.

28:03 Care of Clothing

Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.

28:04 Restrictions on Use

Employees shall not wear uniforms, boots, and coveralls provided by the Employer when off duty.

28:05 * The Employer agrees to pay fifty cents (0.50¢) per shift worked up to a maximum of two dollars and fifty cents (\$2.50) per week to be paid on the first payday in April each year for the laundering of clothing.

28:06 The Employer shall provide a parka and rainwear to all full time employees who are required to work in inclement weather in the course of their regular duties including janitors, van drivers, receivers and all retail units/bakery approximately fifteen (15) in total.

28:07 The Employer shall, under special circumstances, authorize an employee to have uniform items altered and the Employer will reimburse the employee the cost of the alterations to a maximum of forty dollars (\$40.00) per year upon presentation of a suitable receipt.

28:08 The employer will supply appropriate rainwear for those employees who require it.

Article 29 General Conditions

29:01 Where possible, proper accommodations shall be provided for employees to have their meals and store and change their clothes. All employees working on an unsanitary or dangerous job shall be supplied with all necessary tools, safety equipment and protective clothing. The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing, however, lockers may be opened at any time in the presence of the employee and/or a shop steward should the employer feel such an action is necessary or in the case of an emergency.

29:02 Bulletin Boards

The Employer shall provide separate bulletin boards for the exclusive use of the Association placed so that all employees will have access to them and upon which the

Association shall have the right to post notices of Association business. Other notices shall be subject to approval of the Employer.

29:03 * Safety Boots

When the Company requires full-time Van Driver(s) and/or Storeroom Keeper(s) to wear CSA approved safety boots, the Company will reimburse the Van Driver(s) and/or Storeroom Keeper(s) up to a maximum of one-hundred and fifty dollars (\$150) through the Employer's approved supplier once every two (2) years upon presentation of a suitable receipt.

29:04

- a) There shall be established a joint Occupational Health and Safety Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Association. Each of the parties shall select their own representatives in the manner of their own choosing and at such times and for such periods as each respective party deems appropriate.
- b) The Committee shall meet at least once per month and shall establish its own terms of reference. Representatives of the Association who are members of the Committee shall automatically be allowed time off with pay in order to attend to their duties as a Committee member.
- c) Representatives of the Association who are members of the Committee shall be permitted to enter and remain in all areas of the Employer's operations where employees are regularly employed for the purposes of carrying out inspections and/or becoming familiar with the types of work and methods of work provided that the presence of the Committee member does not unduly interfere with production, invade privacy or interfere with the Employer's normal and usual business operations. Representatives of the Association who are members of the Committee shall automatically be allowed time off with pay in order to attend to their duties as a Committee member.

29:05

The Employer and the Union agree to be bound by the Newfoundland and Labrador Human Rights Act, 2010 and the Newfoundland and Labrador Occupational Health and Safety Act and Regulations.

Article 30 Effect of Legislation

30:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law not existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the

existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.

Article 31 **Copies of Agreement**

31:01 **Cost of Printing**

The Association and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at a cost to be equally shared between the Association and the Employer, sufficient copies of the Agreement within thirty (30) days of signing.

Article 32 **Job Description**

32:01 Job classifications are set out in Schedule "A" of this Agreement. They shall not be changed or altered without the agreement of the Union. A copy of all job classification/descriptions shall be supplied to the Union.

32:02 When the Employer develops a new classification or makes changes to an existing classification, the Union shall be given at least two (2) weeks' written notice and explanation of these changes.

Article 33 **Duration of Agreement**

33:01 * Except as otherwise provided in Clause 34:01, or as provided for in a specific Article, this Agreement shall be effective **April 1, 2023** and subject to Clause 34:02, shall **remain in full force and effect until March 31, 2026.**

33:02 **Agreement to Remain in Effect**

This Agreement shall remain in full force and effect during negotiations for a revision or removal of the terms of this Agreement and until such time as it is replaced by a new or revised Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lockout or strike in accordance with the Newfoundland and Labrador Labour Relations Act.

33:03 **Notice of Termination or Amendment**

Either party to this Agreement may, within the one hundred and twenty (120) calendar days period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30)

calendar days of receipt of notice.

Article 34 Cash Shortage and Tips

34:01 No employee may be required to make up cash register shortages or be suspended or reprimanded for cash register shortages unless they are given the privilege of checking the money and daily receipts upon starting and completing the work shift and unless the employee has exclusive access to the cash register during the work shift except as specified below.

34:02 No employee may be required to make up register shortages when management exercises the right to open the register during the employee's work shift unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

34:03 All tips or gratuities shall belong to the employees concerned.

*** Schedule A – Wages**

	April 1, 2023	April 1, 2024 2%	April 1, 2025 2%
Cook II			
Start	\$21.78	\$22.22	\$22.66
Step 1:	\$23.04	\$23.50	\$23.97
Step 2:	\$24.32	\$24.81	\$25.30
Step 3:	\$25.59	\$26.10	\$26.62
Step 4:	\$26.87	\$27.41	\$27.96
Step 5:	\$28.64	\$29.21	\$29.80
Cook I / Baker I			
Start	\$19.06	\$19.44	\$19.83
Step 1:	\$20.29	\$20.70	\$21.11
Step 2:	\$21.51	\$21.94	\$22.38
Step 3:	\$22.76	\$23.22	\$23.68
Step 4:	\$23.98	\$24.46	\$24.95
Step 5:	\$25.69	\$26.20	\$26.73
FSW / Van Driver			
Start	\$16.27	\$16.60	\$16.93
Step 1:	\$17.41	\$17.76	\$18.11
Step 2:	\$18.55	\$18.92	\$19.30
Step 3:	\$19.71	\$20.10	\$20.51

Step 4:	\$20.84	\$21.26	\$21.68
Step 5:	\$22.41	\$22.86	\$23.32
Lead Hand			
Start	\$19.76	\$20.16	\$20.56
Step 1:	\$21.01	\$21.43	\$21.86
Step 2:	\$22.30	\$22.75	\$23.20
Step 3:	\$23.56	\$24.03	\$24.51
Step 4:	\$24.85	\$25.35	\$25.85
Step 5:	\$26.63	\$27.16	\$27.71

* Effective date of signing, step progression will be awarded to employees on the anniversary of their date of hire.

Regarding the above wage scale, please note:

1. Employees hired prior to August 24, 2014 shall be paid at the top step of their yearly classification scales until September 1, 2015, at which time they shall be placed on scale at a step in accordance with their total hours' worked. Notwithstanding the foregoing, employees who move to a different step as a result of this process shall not be placed on a step which would require the employee to accept a decrease in salary.

For example: A Cook II hired prior to August 24, 2014 is paid \$20.31/hr beginning April 1, 2014 and \$20.92/hr beginning April 1, 2015. On September 1, 2015, the Cook II has completed 5000 hours of work. Since the Cook II cannot move to a step which decreases his salary in that classification, he is placed on Step 3 of the scale (\$21.07/hr) rather than Step 2 (which would require a decrease in salary) and instead will remain on that step until such time as he accumulates 7312 hours and moves to the next step on the scale.

2. Van drivers hired prior to August 24th, 2014 shall be paid in accordance with the Cook I/ Baker I Scale. All others shall be paid in accordance with the FSW/Van Driver scale.
3. The Employer agrees to provide the same percentage wage increases or decreases to the current rates of pay at the same intervals, as may be agreed and received between NAPE and the Government of Newfoundland and Labrador in the Hospital Support Staff Collective Agreement.
4. Cook II's must have documented industry papers.
5. The wage rates of the Food

Service Worker is calculated based on the midpoint between the Food Service Worker I (HS-19/CG-20) and Food Service Worker II (HS-20/CG-21).

* Signing Bonus: Full-Time Employees: \$400
All Other Employees: \$300

Letter of Understanding #1

N.A.P.E. LOCAL 7811- ARAMARK Canada
Limited

The level of employee benefit as provided to the Union by the Employer in 2017 collective bargaining negotiations shall not be reduced during the term of this collective agreement.

Designated by:
Brian Slumming
CE13CANN020412

Designated by:
Stephanie Holt
D15A021450243E

Designated by:
Martin Campbell
D15A021450243E

For the Employer

[Handwritten Signature]

For the Union

Date

May 15, 2023

Date

Letter of Understanding #2

N.A.P.E. LOCAL 7811- ARAMARK Canada
Limited

The Employer and the Union agree that all positions will be filled based on seniority within each classification.

If the Employer determines that training is required, the Employer will provide such training where necessary during work hours.

In addition, the Employer agrees to pay employees for any time required to complete required online training.

In the event of a lay-off, the Employer agrees to train the employee to bump within their classification; if deemed necessary.

Digitized by:
Brian Fleming
CE30C4A6206412

Digitized by:
Stephanie Holt
D140827682P432

Digitized by:
Martin Campbell
For the Employer


For the Union

Date

Date



*** Letter of Understanding #3
(Meal Allowance)**

**N.A.P.E. LOCAL 7811- ARAMARK Canada
Limited**

As of May 1, 2023, the Employer will be implementing a Meal Allowance Policy where employees who are eligible for a meal break will be subject to a taxable benefit amount for meals. This Policy will be distributed to all employees with explanations and rules.

Digitally signed by
Ernie Stinning
CN=Ernie Stinning

Digitally signed by
Stephanie Holt
CN=Stephanie Holt

Digitally signed by
Martin Campbell
CN=Martin Campbell

For the Employer

[Handwritten Signature]

For the Union

Date

May 15, 2023

Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 14th day of June 2023.

SIGNED on behalf of Aramark Canada Limited at Memorial University in the presence of the witness hereto subscribing:

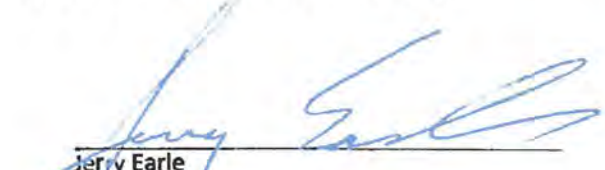
DocuSigned by:
Martin Campbell

DocuSigned by:
Stephanie Holt

DocuSigned by:
Ernie Stummig

Witness

SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its proper officers in the presence of the witness hereto subscribing:



Jerry Earle



Kim Bartlett



Darrell Roberts



Suzanne Follett



Wanda Vivian



Witness

