

COLLECTIVE AGREEMENT

BETWEEN:

ARAMARK CANADA FACILITIES SERVICES LTD.

(the "Employer")

AND:

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA, LOCAL 1-3567

(the "Union")

ARTICLE 1: PARTNERSHIP AGREEMENT

Section 1: Statement of Partnership

ARAMARK and the Union are committed to working together to deliver high quality "non-clinical services" as defined by the *Health and Social Services Delivery Improvement Act* ("Act") to the citizens of British Columbia and to the creation of employment opportunities for Union members in British Columbia.

ARAMARK Canada Facilities Services Ltd. and the Union accept and understand that the expansion and security of employment for IWA members as ARAMARK employees is dependent upon the competitiveness and profitability of ARAMARK for which the Union and ARAMARK accept joint responsibility.

The success of our partnership will be based upon the following criteria:

- X A well-trained, highly-motivated workforce committed to the satisfaction of ARAMARK's clients, their patients/residents and the families of those patients/residents.
- X The integration of people, technology and operating systems
- X A participative environment with shared goals and a recognition of contributions to results
- X A cooperative and mutually supportive workplace founded on trust, dignity, respect, fairness and honesty
- X Open and effective communication
- X Provision of adequate resources for our people to succeed
- X Shared decision-making in areas mutually agreed upon by the parties
- X A strong union and a strong management acknowledging and respecting each other's interests and responsibilities
- X Operations consistent with ARAMARK's "balanced scorecard" and its goals
- X Food handling practices, quality assurance, sanitation

ARAMARK and the Union are committed to work continually and creatively to enhance and expand our partnership.

Section 2:

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). Such discussions and any resolution by mutual agreement resulting from such discussions shall be consistent with, and pursuant to, the Statement of Partnership in Article 1, Section 1, above.

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

ARAMARK recognizes the Union as the exclusive bargaining agent for all of the Company's employees employed in the performance or provision of "non-clinical services" as defined in the *Act* in present and future locations operated by ARAMARK within the Vancouver Coastal Health geographic area, pursuant to a contract with a health authority.

Section 2: Work

Work customarily performed by the employees in the bargaining unit shall not be done by person excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, rest periods and meal breaks, on-the-job training, instruction of employees or in cases of emergency. It is also understood that a Manager/Supervisor is a working manager/Supervisor, and that more than one Manager/supervisor may be at a location.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1:

Subject to the provisions of this Agreement, the Union acknowledges that ARAMARK has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by ARAMARK, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule siffs, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Managers/Supervisors shall be entirely a matter for ARAMARK's discretion.
- (v) to make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

Section 2:

It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of ARAMARK and nothing in this Agreement shall be construed as limiting the regular and usual rights of ARAMARK.

Section 3:

This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any of the terms or provisions of this Agreement.

ARTICLE 4: UNION SECURITY

Section 1: Preferential Relationship

(a) Preferential Relationship:

When ARAMARK is hiring new employees, preference shall be given to candidates who are former or current members of a bargaining unit represented by the Union, in the following order.

- (i) former members of a health care bargaining unit represented by the Union who were laid off from employment and whose recall rights have expired;
- (ii) members of a health care bargaining unit represented by the Union who have been laid off from employment for sixty (60) days or longer;
- (iii) members of a health care bargaining unit represented by the Union who have been terminated from as a result of the closure of the operation where the members was employed.
- (iv) other members of the Union.

Notwithstanding the above, it is understood that ARAMARK has no obligation to hire any new employee unless ARAMARK , in its sole discretion, deems that individual to be a suitable candidate for employment.

This section shall have application until the date that the Union has a viable hiring hall in operation at which point Section 2, below, shall apply.

Section 2: Hiring Hall

Employee Dispatch

The Employer agrees to hire and employ members of the Union in good standing as a condition of employment as long as the Union can supply capable, competent and satisfactory employees to perform the work required. The Employer shall submit a written request to the Union that it supply the required number of capable, competent and satisfactory employees to the location identified by the Employer. The Union will refer the requested number of applicants to the Employer at least fourteen (14) days in advance of the day that the employees are required to commence work. When referring applicants to the Employer, the Union will give preference only to Union members previously employed by the Employer. The Employer shall have the sole discretion to reject an applicant referred by the union if the Employer deems that applicant not to be capable, competent or satisfactory. If the union is unable to supply sufficient employees who are capable, competent and satisfactory, the Employer may recruit and hire additional employees as are available. Those employees must either be in good standing or apply for membership in the Union within seven (7) days. The Union shall grant those employees membership when it receives applications for membership.

The parties to the Agreement will address issues such as seniority, competence, name requests, training requirements, and other matters relevant to the hiring hall in a manner consistent with the foregoing in a Supplement to this Agreement which shall be binding on the parties.

Section 3: Union Shop

All employees shall maintain membership in the Union throughout the term of this Agreement, as a condition of continued employment.

Section 4: Maintenance Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 5: Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 3 and 4 of the Article, no employee shall be subject to discharge except for refusal to pay union dues. If an employee fails to pay union dues within seven days after ARAMARK and the employee have been notified by the ion of the employee’s delinquency, such employee shall be discharged forthwith by ARAMARK. In such circumstances the Union agrees to hold ARAMARK harmless and to indemnify ARAMARK for and against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

Section 6: Union Membership

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the IWA Canada Constitution.

Section 7: No Discrimination for Union Activity

ARAMARK and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

Section 8: Bulletin Boards

ARAMARK shall provide space for one bulletin board at each Operational Unit for posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

Section 9: Check-off

ARAMARK shall request all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

I.W.A. CANADA

CHECK-OFF

Starting Date _____, 20__

Name of ARAMARK: _____

Name of Employee: _____

Operation: _____

Address: _____

Postal Code: _____ Phone: _____

Social Insurance Number: _____

Are you a Member of I.W.A. CANADA ? _____

In what I.W.A. operation were you last employed ? _____
Local Union _____

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL _____ THE FOLLOWING IN PAYMENT OF THE AMOUNT SET OUT BELOW:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month, commencing _____, 20__
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

Clock No. _____

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the I.W.A. CANADA, Local No. _____ and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

Signature of Applicant-Employee

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 10: Recognition and Rights of Stewards

ARAMARK recognizes the Union's right to select one Steward and one alternate Steward to represent the employees. The Union agrees to provide ARAMARK with the names of the employees designated as Steward and alternate Steward who will serve in the Steward's absence. A Steward shall obtain the permission for his/her immediate supervisor before leaving his/her work to perform his/her duties as a Steward. Leave from work for this purpose shall be with pay and shall not be

unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (ii) supervisor of ballot boxes and other related functions during votes; and
- (iii) attend meetings at the request of ARAMARK or joint Union/Management Committees.

Under no circumstances shall a Union Steward take an action or issue any instruction, which will interfere with the operations or affairs of ARAMARK, or with the management of or direction of the workforce.

Section 11: Access to Operation

Official Union Representatives shall obtain reasonable access to ARAMARK's Employees for the purposes of this Agreement, including the ratification of this Agreement by ARAMARK's Employees, which access shall be granted by ARAMARK at the Union's request and on such reasonable written terms and conditions as may be laid down by ARAMARK.

Section 12: Volunteers

The Union understands and agrees that volunteers play an important and integral role within facilities owned and operated by ARAMARK's clients and that such volunteers are an important and necessary link to the broader communities served by ARAMARK's clients. The Union encourages the use of such volunteers by ARAMARK's clients in the interests of the broader communities served by ARAMARK's clients.

ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION

Section 1: Labour/Management Consultation Committee

The Labour/Management Consultation Committee will meet on a regular basis to promote the Cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 54 of the *Code* applies to this Agreement. It states:

"54(1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

- (a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to effected, and
- (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternative to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counseling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of section of that Act.

ARTICLE 7: HOURS OF WORK

Section 1: Hours of Work

No employee shall be scheduled for more than eight (8) hours per day or forty (40) hours per week, unless otherwise mutually agreed to by the Union and ARAMARK.

ARAMARK does not guarantee hours of work to any employee and reserves the right to schedule work, including overtime work, and will give reasonable consideration to personal reasons from individual employees for individual employees for inability to work overtime.

Section 2: Overtime

Subject to the operating needs of the business, ARAMARK will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to Operational Unit Seniority as defined in Article 10, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

The regular hours of work for employees not on a flexible work schedule/averaging agreement shall be eight (8) hours per day and forty (40) hours per week. Employees on regular hours of work will receive their rate an one-half for nay hors worked over eight (8) hours per day and forty (40) hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day.

There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing the forty (40) hours per week.

ARAMARK will assign shifts and hours in order of seniority within the classification where the work is required to be done, provided that this does not have an adverse effect on operations and the employee is immediately able to perform all of the duties required within the normal schedule hours.

Definition of shifts(s) is all work performed by an employee on behalf of ARAMARK.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and ARAMARK shall keep said schedule up to date.

Section 3: Rest Periods and Meal Breaks

Rest periods shall not exceed 15 minutes in duration and will be scheduled based upon the demands prevalent on the day. Similarly, meal breaks shall be so determined with the understanding that the provisions of the *Employment Standards Act*, be followed in any event.

Section 4: Meal Allowance

Subject to availability and applicability, employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the employee through automatic payroll deduction of one dollar and fifty cents (\$1.50), including GST, for each shift worked until January 1st, 2005 at which time the deduction shall increase to one dollar and seventy-five cents (\$1.75). A list of excluded food and drink items will be posted on the bulletin board. Employees, who do not wish to avail themselves of such food and drink, shall notify the Manager, in writing. There is not obligation to consume such subsidized food and drink and no payroll deduction shall be made in such circumstances.

ARTICLE 8: ANNUAL VACATION

The vacation year shall be the twelve month period from July 1 to June 30 each year.

Employees who have completed one year of service shall be entitled to vacation as per the following schedule:

- 1 to 5 years of service – 2 weeks vacation (4% of gross earnings)
- 5 to 10 years of service - 3 weeks vacation (6% of gross earnings)
- 10 to 15 years of service – 4 weeks vacation (8% of gross earnings)
- 15 + years of service- 5 weeks vacation (10% of gross earnings)

Vacation pay shall be paid as a percentage of gross earnings excluding taxable benefits, according to the *Employment Standards Act* or successor legislation.

Part time, casual or relief employees will be granted vacation time and vacation pay pro-rated to their length of service in accordance with the above sections.

Should any statutory holiday occur during an employee’s vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs

ARTICLE 9: STATUTORY HOLIDAYS

“Statutory Holiday” means New Year’s Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other holiday prescribed by regulation. In allocating time off for Christmas Day and New Year’s Day, and subject to the operational needs of the business, Operational Unit Seniority within a classification shall be the determining factor when voluntary requests cannot be solicited, Operational Unit Seniority shall be applied on a rotating basis for time off starting with the most senior in the classification.

For the purposes of this Agreement, the named Statutory Holidays, if worked and pursuant to the *Employment Standards Act*, will be paid at time and a half.

ARTICLE 10: SENIORITY

Section 1: Definitions

"Service Seniority" means continuous, unbroken service with ARAMARK from date of hire with ARAMARK except as otherwise provided in this Agreement.

"Operational Unit" means a Vancouver Coastal Health Authority location.

"Operational Unit Seniority" means continuous, unbroken service at an Operational Unit from date of hire to that unit except as otherwise provided in this Agreement.

Section 2: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for 520 working hours. During the probationary period they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of 520 working hours, the employee shall be entitled to seniority dating back to the first hour worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by ARAMARK or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

Section 3: Lay-Off

In the event it becomes necessary to lay-off employees, ARAMARK will lay-off reverse order of Operational Unit Seniority within the Operational Unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either: exercise his/her Operational Unit Seniority rights to displace the most junior employee in a job classification which is equal to, or lower in, rate to his/her job classification, for which the employee has the required qualifications or in which the employee has previously worked or accept a lay-off until his/her regular job becomes available.

Section 4: Retention During Lay-Off (The Recall Period)

- (i) Seniority during lay-offs shall be retained for six (6) calendar months.
- (ii) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

Section 5: Service Lists

It is agreed that upon request of the Union, Service Seniority and Operational Unit Seniority lists will be supplied by ARAMARK setting out the names of the employees and accumulated ARAMARK unit hours worked for the purposes of Service Seniority and Operational Unit Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

Section 6: Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employ of ARAMARK;
- (ii) is discharged by ARAMARK;

- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave;
- (vii) accepts a severance package; or
- (viii) is unable to attend at his or her Operational Unit for reasons beyond ARAMARK's control.

Section 7: Recall

Employees will be recalled in order of Operational Unit Seniority within the Operational Unit provided that the employee has the qualifications to perform the required job functions. ARAMARK will contact the employee by telephone and give the employee a verbal Notice of Recall. If ARAMARK attempts but does not contact the employee by telephone then ARAMARK will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep ARAMARK informed of his/her current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by ARAMARK, retain all seniority rights.

Section 8: Transfer Rights

Employees subject to layoff shall, during their recall period, and in the order of their ARAMARK's Service Seniority, have the right to transfer into a vacant position in a classification for which they are qualified at another Operational Unit subject to the prior recall rights of employees at that Operational Unit.

Employees who transfer between Operational Units pursuant to the above paragraph shall maintain their ARAMARK's Service Seniority for the purposes of wage, benefits, and vacation entitlements within the job classifications to which the employees are transferred. For greater certainty, Operational Unit Seniority shall apply in any event of Service Seniority for all other purposes including, but not limited to: the scheduling of vacations, statutory holidays and shifts; overtime, layoff and recall within the job classification and the Operational Unit to which the employee transferred.

Section 9: Transfer Rights: New Locations

Where ARAMARK acquire, pursuant to an existing or new contract(s) with the Authority, a new location(s) within the Authority for the performance or provision of "non-clinical services" as defined by the *Act*, ARAMARK Employees at existing ARAMARK locations within the Authority shall, if not in ARAMARK's sole discretion unreasonably disruptive to their existing locations and before the hiring of new ARAMARK Employees at the new location(s), have the first opportunity to transfer to the new location(s) providing that any such employee is deemed by ARAMARK, in its sole discretion, to be suitable to the operational needs of/at the new location(s).

More specifically, such transfer shall follow the following process:

- (i) ARAMARK shall post at existing locations within the Authority, the positions available at the new location(s) within the Authority;
- (ii) Employees at existing locations within the Authority shall have one (1) week from the date of posting to apply for a position at the new location(s) within the Authority;
- (iii) Employees at existing locations and deemed by ARAMARK to be suitable to the operational needs of the new location(s) shall be hired to the new location(s) in the order of their Service Seniority and where there are more applicants than positions and their Service Seniority of the applicants is equal, ARAMARK shall determine the successful applicant(s) in its sole discretion; and
- (iv) Employees transferred from an existing location(s) to a new location within the Authority shall retain their Service Seniority.

Section 10: Transfer: General

In any event of the above, ARAMARK may transfer employees, without loss of Service Seniority, between locations within the Authority as required by operational needs.

ARTICLE 11: LEAVES OF ABSENCE

General

All leaves required by legislation shall apply.

Section 1: Injury and Illness

ARAMARK will grant a reasonable period of unpaid leave of absence to a maximum of twenty-six (26) weeks per year to employees suffering injury or illness, subject to receipt of medical certificates as required by ARAMARK confirming that the employee is unable to attend work due to injury or illness.

The employee shall report or cause to have reported to ARAMARK prior to the commencement of his/her shift the injury or illness which requires his/her absence from work.

ARAMARK may require company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury.

In case of real and bona fide illness or injuries that extend beyond 26 weeks and subject to ARAMARK operational needs, an employee may no later than four (4) weeks prior to the expiration of the leave, request an extension of unpaid leave not to exceed a further 26 weeks. ARAMARK may require the employee to supply verification of the illness or injury prior to ARAMARK's consideration of the request.

Section 2: Union Business

ARAMARK will grant an unpaid leave of absence to employees who are appointed or elected to a Union Office. The employee who obtains this leave of absence shall return to ARAMARK within thirty (30) calendar days after completion of the term of employment with the Union.

ARAMARK will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of IWA Canada in order that they may carry out their duties on behalf of the union. ARAMARK shall not be required to grant such leave when the number of

employees on leave, or to be on leave, at any one time under this Section, exceeds three (3) in number or is more than one from any one Operational Unit; provided that ARAMARK will grant leave to more than three (3) employees or to more than one (1) employee from an Operational Unit where, in its opinion, it will not have the effect of interfering with ARAMARK's operational requirement.

The Union shall provided ARAMARK with as much advance notice, in writing, as possible but in no event less than in the case of (a) thirty (30) calendar days and in the case of (b) five (5) calendar days.

Section 3: Bereavement Leave

When a death occurs to a member of a regular full-time Employee's immediate family, the employee will be granted a leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for scheduled work days for work he/she is absent as follows:

- (i) on the death of a spouse, child or parent; three (3) consecutive days;
- (ii) on the death of a parent-in-law, a brother or sister; two (2) consecutive days;
- (iii) on the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandson or granddaughter; one (1) day.

An additional two (2) days of unpaid leave may be granted to an employee for personal reasons if the funeral is being held in another province of Canada or another country.

Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

At the request of an employee and subject to ARAMARK's operational needs, ARAMARK may extend the unpaid bereavement leave or may provide an unpaid compassionate leave where the grounds for same are bona fide and verifiable.

Section 4: Jury or Crown and Coroner's Witness Duty

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or corner's Witness on a day on which he/she would normally have worked will be reimbursed by ARAMARK for the difference between the pay received for jury Duty, Coroner's Duty or as a Crown Witness or Corner's Witness and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours or work based on the employee's proof of pay for such duty. It is understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's duty or Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, coroner's duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

Section 5: Return from Leave

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

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Grievance Procedure

All grievances except grievances detailed in Section 3 below shall proceed as follows:

Step 1

The employee shall take the difference to his ARAMARK manger with or without his/her Steward within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.

Step 2

Failing settlement at Step 1, the employee or his Representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance writing, including Articles allegedly violated and remedies sought, and endeavour to settle the matter with the applicable ARAMARK manager or designate.

Step 3

Failing settlement at Step 2, the Union Business agent shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the grievance with ARAMARK applicable Regional Manager/Director or ARAMARK designate.

Step 4

Failing settlement at Step 3, the grievance shall be referred to an investigator for binding recommendations as provided in Section 2 below within forty-two (42) calendar days of the event giving rise to the difference.

In the event of a ARAMARK grievance, it shall proceed directly to Step 3.

Section 2: Investigator

In the event a grievance is referred to an investigator pursuant to Section 1, the investigator shall be chosen from the following list:

- (i) Gordon, J.
- (ii) Hall, J.
- (iii) Johnston, D.
- (iv) Kelleher, S.
- (v) Korbin, J.
- (vi) Munroe, D.
- (vii) Taylor, C.

The investigator chosen shall be the first investigator contacted who is able to confirm his/her availability to conduct the investigation and report binding recommendations in a reasonable time. The order in which the listed investigators are contacted shall be as follows:

- (i) alphabetically in the first investigation under this Article
- (ii) thereafter, alphabetically commencing with the first name following the investigator who last issued binding recommendations pursuant to this Article.

After an investigator has been retained, he/she will meet and hear the position of both sides, interview all relevant witnesses, consider all relevant evidence and render recommendations within twenty-one (21) calendar days of his/her appointment.

The investigator will be restricted to interpreting and applying the provisions of this agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

The Parties will bear an equal proportion of the fees and expenses of the investigator.

Section 3: Expedited Grievance and Arbitration Procedure

Notwithstanding Section 2, the following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify ARAMARK in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of ARAMARK's receipt of the Union's written grievance, officers of ARAMARK and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
 - (a) Gordon, J.
 - (b) Hall, J.
 - (c) Johnston, D.
 - (d) Kelleher, S.
 - (e) Korbin, J.
 - (f) Munroe, D.
 - (g) Taylor, C.
- (iv) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The order in which arbitrators are contacted shall be as follows:
 - (a) alphabetically in the first arbitration under this Article; and
 - (b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract, form or supplement the provisions in any way.
- (vi) The Arbitrator shall base his/her decision on evidence submitted by the Union and by ARAMARK's representatives, or their appointees.
- (vii) The Arbitrator's decision shall be final and binding on both parties.
- (viii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

Section 4: Time Limits

The time limits set out in Sections 1-3 inclusive above may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

Section 5: Abandonment

If a grievance is not initiated or advanced to the next stage within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of the parties.

The Parties agree that the operation of Section 87 of the BC Labour Relations Code is specifically excluded unless mutually agreed to by the Parties.

ARTICLE 13: WAGES AND JOB RATE RULES

Section 1: Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A" however, an employee will not be prevented from receiving a higher rate of pay for their classification at ARAMARK's sole discretion or by mutual agreement between the Parties.

When an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for the higher classification, provided that he/she works at least three (3) hours in a higher classification.

ARAMARK agrees to notify the Union of any new classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the bargaining unit. ARAMARK further agrees to notify the Union of the applicable wage rate, and such rate and classification shall be considered as temporary for a period of twenty-one (21) days. The Union may request ARAMARK to negotiate rates of pay for any such new classification within the scope of this Agreement. In the event that the parties are unable to agree on the rate of pay for such a new classification, then either party may invoke the Arbitration procedure as set out in this Agreement. If the Union does not request to negotiate a rate and or classification within the above twenty-one day period, then the rate and classification shall for part of the applicable wage schedule.

Section 2: Benefits

Benefits during the term of this Agreement shall be in accordance with Appendix "B". It is understood and agreed that ARAMARK is not itself obligated to provide benefits, other than paid sick days, pursuant to this Agreement, but with employees, to pay a portion of the premium for same pursuant to Appendix "B" to a benefits provider. The Benefits Plans are administered, governed, and adjudicated pursuant to the master Contract held with the benefits provider and the Parties are bound by its terms.

Section 3: Midnight Shift Premium

Employees working the midnight shift shall receive a shift premium of \$0.70 per hour.

ARTICLE 14: DEFINITIONS

Objective Interpretation: Where a specific definition of a work, or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical usage.

Time Span Reference: References to days, weeks, months, or years shall be understood to mean calendar days, weeks, months or years unless expressly provided in this Agreement.

Specific Definitions: The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article.

Probationary Employee: An employee who has hired into probationary status and who has not successfully completed the probationary period.

Regular Employee: An employee who works regularly scheduled shifts as assigned by ARAMARK on a continuing basis on twenty (20) or more hours per week.

Part Time Employee: An employee who works less than twenty (20) hours per week

ARTICLE 15: EDUCATION AND DEVELOPMENT FUND

ARAMARK will contribute to an education and development fund to be established by the Union. The contributions will be ten cents (\$0.10) per employee per hour worked effective September 1, 2003. The contributions will increase effective September 1, 2005 to fifteen cents (\$0.15) per hour per employee worked.

ARAMARK will remit the contributions directly to the Local Union, by cheque marked IWA Canada, Local 1-3567 Education and Development Fund.

ARAMARK will remit such accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the number of employees employed by ARAMARK and the total number of hours worked by all employees.

ARTICLE 16: MISCELLANEOUS

Section 1: Vaccination, Inoculation and Suitability

An employee, as a condition of employment, must show proof of vaccinations, inoculations, clean criminal records check and official suitability for work with specific client groups. Any employee refusing, without sufficient medical grounds, to take medical or x-ray examinations at the request of ARAMARK, or to undergo vaccination, inoculation or other immunization when required, may be dismissed from the service of ARAMARK. Where an employee is required by ARAMARK to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at ARAMARK's expense and on ARAMARK's time provided time spent is reasonable. ARAMARK shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

Section 2: Uniforms

Uniforms are to be supplied by ARAMARK and employees shall only wear the approved uniform. The uniforms are to be maintained in a presentable fashion and will be replaced according to normal standard based upon normal usage.

Section 3: Strikes, Lockouts, Picketing

During the life of this Agreement, ARAMARK agrees it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee, shall authorize, encourage, or participate in any strike, suspension of work, or slowdown.

Employees may honour a legal picket line. The Union, however, recognizes and understands that ARAMARK is required to deliver, through its employees, uninterrupted services to its clients' residents or patients. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the relevance union(s).

Section 4: Force Majeure/Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of ARAMARK, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

Section 5: Saving Clause

(a) General

In the event that present or future legislation renders null and void or materially alters any provisions of this Agreement, the following shall apply:

- (i) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- (ii) ARAMARK and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (iii) If a mutual agreement cannot be struck as provided in (ii) above, the matter shall be arbitrated pursuant to Article 12 of this Agreement.

(b) *Act:*

In the event that the *Act* is declared by a Court of competent authority to be of no force or effect, as contrary to the Canadian Constitution, ARAMARK's continuing obligations to employees pursuant to this Agreement shall be limited to the provision of appropriate termination notices pursuant to the *Employment Standards Act*.

ARTICLE 17: AGREEMENT TERM

The term of this Agreement shall be six (6) years commencing September 1, 2003 or the date of ratification by ARAMARK's employees (whichever occurs first) and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the union goes on strike, or
- (ii) ARAMARK locks out its employees.

Dated this 17 day of July, 2003.

ARAMARK CANADA FACILITIES SERVICES LIMITED

Lynn Ervin
Director of Human Resources, Western Canada

**INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA
LOCAL 1-3567**

Per:

Sonny Ghag, President
Authorized Signatory

Appendix A: Wages

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Chef Mgr/Cook 1	\$15.12	\$15.42	\$15.73	\$16.04	\$16.36	\$16.69
Cook 2	12.81	13.07	13.33	13.60	13.87	14.15
Kitchen/Diet Aides	10.25	10.46	10.67	10.88	11.10	11.32
Housekeeping Aides	10.25	10.46	10.67	10.88	11.10	11.32
Lead Hand (Housekeeping)	11.28	11.51	11.74	11.97	12.21	12.45

Probationary rate (60 worked days) will be \$1.00 per hour less than regular wage (above).

Appendix B: Benefits

Available to employees who have completed three (3) months of service and are continuously scheduled to work 20 or more hours per week. Unless otherwise noted, all premiums are cost shared 50% paid by ARAMARK and 50% paid by the employee

BC Medical Plan	
Life and AD &D Insurance	\$10,000.00 mandatory coverage Optional additional coverage- units of \$10,000 to a max. of \$200,000, 100% employee paid
Dental Plan	Basic Prevention Coverage; no deductible; 100% coverage current fee guide; \$1000 maximum per person per year
Extended Health Care including Hospitalization and Prescription Drugs	\$25/75 deductible (\$25 single per year; \$25 per person per year for family up to a maximum of \$75 for the family per year) 90% coverage \$25,000 lifetime maximum
Paid Sick Days	10 fully paid sick days; non-cumulative, not carried from year to year; reinstated each January 1. 100% paid by ARAMARK

**LETTER OF UNDERSTANDING ON
SCOPE OF COVERAGE OF THE COLLECTIVE AGREEMENT**

Between

ARAMARK CANADA FACILITIES SERVICES LTD.

And

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA LOCAL 1-3567

The Parties agree that the collective agreement covers all ARAMARK employees in Vancouver Coastal Health or Providence Health Care sites, engaged in providing housekeeping services and those employees providing food services, in the classifications listed in Appendix A.

Signed:

For **ARAMARK**

For the **IWA**

Date:

November 21, 2003