

# COLLECTIVE AGREEMENT

BETWEEN:

ARAMARK CANADA LTD.

located at the EVELYN SALLER CENTRE

(Hereinafter referred to as the "EMPLOYER")

AND:

UNITE HERE, LOCAL 40

(Hereinafter referred to as the "UNION")

Effective: July 1, 2007 to June 30, 2010

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## IT IS MUTUALLY AGREED:

### ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the employee, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work. The purpose of the Agreement is also to enhance the livelihoods of the employees and to preserve safe and healthy working conditions.
- 1.02 In the event of failure to reach settlement between the Union and the Employer in regards to the following articles and clauses in this Agreement, the matter or matters in disagreement shall be submitted to the grievance procedure as set out in this Agreement.

### ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall be for the period from and including **July 1, 2007 to and including June 30, 2010** 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 expiry of this Agreement (February 28, 2010) or immediately preceding the first day of June in any year thereafter by written notice, to require the other party to the 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:

- (a) The Union goes on strike; or
- (b) The Employer locks out its employees, or
- (c) The parties conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,

whichever is the earliest.

2.02 The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

2.03 The Union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees during the term of this Agreement there will be no lockout.

### ARTICLE 3 - RECOGNITION

3.01 The Union is recognized as the sole and exclusive bargaining agency for all employees certified in the bargaining unit, and all such employees within the scope of this Agreement are referred to whenever the term "employee" is used in this Agreement, and the Employer agrees not to bargain with any other labour organization for employees specified in this Agreement during the life of it.

3.02 The Employer agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement.

- 3.03 The Employer undertakes, whenever possible and practical, to use services, products and other materials necessary to the proper functioning of his establishment manufactured and produced under fair labour conditions.
- 3.04 Refusal on the part of the Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed a breach of this Agreement. In all such cases the Employer involved will be given prior notice. Such notice will come in writing from the Union office.
- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout.
- 3.05 The Union shall appoint from among the employees, and as per Article 3.05(a) upon written notice, the Employer shall recognize a Shop Steward. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (a) The Union will promptly notify, in writing, the Employer of the name of the Shop Steward and any changes thereto from time to time.
- (b) The Employer will notify, in writing, the Union of the names of management persons with whom the Shop Steward should deal.
- (c) The Shop Steward shall carry out his duties in a manner that will not interfere with the proper operation of the business. He will obtain his supervisor's permission before leaving his work station to attend to Union business. Permission will not be unreasonably withheld.

(d) The Shop Steward shall not be discriminated against or disciplined for carrying out his duties

(e) With prior approval Union letters and official communications from the Union to its members shall be posted on the staff bulletin board provided they are in no way detrimental to the Employer or the Centre.

3.06 No person whose regular job is not in the bargaining unit will perform bargaining unit work except:

(a) For the purpose of instruction, experimentation, management training (in which case trainees will not displace or replace any employee in the bargaining unit).

(b) In cases of emergency when regular employees are not available.

3.07 (a) Any training program instituted by the Employer will not displace or replace any existing employee.

(b) Training for the purpose of a change in classification/position will only transpire with the consent of the employee concerned.

i. Training wage differential - 15¢ per hour.

ii. Employee in training - 15¢ per hour less.

3.08 The parties hereto agree that all Union employees may wear the Union button while on duty, but the manner in which such button is worn shall not distract from the style of the uniform normally worn by the employee.

## ARTICLE 4 - HOURS OF WORK AND MEALS

4.01 No employee will be employed for a greater number of hours than:

- (a) Eight (8) hours in any one day;
- (b) Five (5) days in any seven (7) day period;
- (c) Forty (40) hours in any five (5) day period;

except in the case of emergency when an employee can be required to work overtime provided double the regular rate be paid.

4.02 No employee will be called in for less than four (4) hours in any day. No shift less than seven (7) hours to be split shift, and that seven (7) hour split shift qualifies for eight (8) hours pay, and that eight (8) hour split shift qualifies for nine (9) hours pay.

No part of a seven (7) hour split will be less than two (2) hours and no part of an eight (8) hour split shift shall be less than three (3) hours. A break of two (2) hours shall constitute a split shift.

A split shift shall be deemed to be seven (7) or eight (8) hours work within a spread of twelve (12) hours with one split.

- (a) No employees will be called in for less than four (4) hours in any day.

(b) The Employer may implement split shifts. A shift with a break of two (2) hours shall constitute a split shift. No shift of less than seven (7) hours shall be a split shift, and no part of a split shift shall be less than two (2) hours. An employee scheduled to work a split shift shall receive a premium of one (1) hour's pay at their straight time rate. The shift must be completed within a twelve (12) hour period.

4.03 A wholesome meal will be supplied by the Employer with no deduction from the employee's wages for any employee working five (5) hours or more per day. It is understood that the meal benefit is a taxable benefit.

4.04 Employees who by design of shift cannot get rest periods and/or meal breaks shall be paid as follows:

(a) For five and one-half (5½) hours worked - six (6) hours pay;

(b) For six (6) hours worked - six and one-half (6½) hours pay;

(c) For seven and one-half (7½) hours worked - eight (8) hours pay.

(d) For eight (8) hours worked - eight and one-half (8½) hours pay.

There will be no bankrolling of purported violations of this clause by any employee.

4.05 Employees working a shift of six (6) hours or more will be granted a luncheon period between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of work. Such luncheon period

- will not be less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour on the employee's own time.
- 4.06 In addition to their meal period, all employees will be allowed paid rest periods each day as follows:
- (a) For an eight (8) hour shift - two (2) fifteen (15) minute breaks;
  - (b) For a shift of less than eight (8) hours - one (1) fifteen (15) minute break.
- 4.07 All employees shall receive four (4) days off in each fourteen (14) consecutive days.
- (a) All regular full-time employees shall be entitled to two (2) consecutive days off in each seven (7) day period.
  - (b) For the purpose of 4.07 (a), all employees who are regularly scheduled in excess of thirty (30) hours per week shall be considered regular full-time employees.
  - (c) All other employees are entitled to two (2) days off in each seven (7) day period.
- 4.08 Double time shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work.
- 4.09 (a) The Employer must schedule all available shifts in the order of seniority. Employees must possess the qualifications, skills and ability to do the work available.

- (b) If a senior employee declines a set of shifts in favour of a set of shorter shifts, the longer shifts shall be reassigned on the basis of seniority.
- (c) An employee scheduled for less than eight (8) hours in a day may place his name on an availability list for additional hours. Additional hours will be distributed as equally as possible among the employees on the list. To be eligible for additional hours the employee must not be working a conflicting shift.
- (d) Vacancies that arise on short notice shall be filled with a casual employee. Employees who are called in to work shall be called in the order of seniority.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The entire management of the operation and the direction of the working force is vested exclusively in the Employer at his place of business, which includes the right to discipline. The Union shall not in any way interfere with these rights and management in exercising its rights will observe the provisions of this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

6.01 All employees who are now members of the Union or who may become members will remain members in good standing as a condition of employment. All new employees are required to become members of the Union within thirty (30) days after the date of his employment, provided he is eligible under the International Constitution. For the purpose of this clause the term "good standing" refers only to the payment of Union membership dues and initiation fees.

6.02 All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.

6.03 The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears upon receipt of an authorization signed by the employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, a list of those who have terminated, and the names, addresses and Social Insurance Numbers of new employees hired, on or before the fifteenth (15th) day of the month following the month in which the monies were deducted.

The Union agrees to supply the Employer with application forms and authorization of deduction forms.

All violations of the above Clause 6.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

6.04 The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions to see that the Agreement is being enforced. However, no interview will be held without first obtaining permission from management. Such permission may not be unreasonably withheld.

6.05 In the event of suspension, expulsion for cause or resignation from the Union of an employee covered by this Agreement, upon notice in writing from the Union, to that effect, the Employer shall discontinue the employment of such employee within three (3) working days.

6.06 No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge, the Union shall be permitted to investigate.

## ARTICLE 7 - SENIORITY

### 7.01 Seniority Entitlement Defined

- (a) For the purpose of the Agreement, “classification seniority” shall be defined as an employee’s total length of continuous service within his current classification in the Employer’s operation, and shall be measured:
  - i. In the case of a regular employee, from the date when the employee entered his current classification within his current department, or from the calendar date resulting from the conversion of accrued hours calculated in accordance with the provision of paragraph (d);  
or
  - ii. In the case of any casual employee, by the total number of hours worked by the employee within such department and classification.
- (b) **Department:** For the purpose of this Agreement, the term “department” shall be understood to mean those departments identified within this Agreement.
- (c) Classification seniority shall be used to determine the order of layoff and recall within a classification within a particular department.
- (d) **Example of the Conversion Formula:** An employee who was first hired on March 17, 1986, worked intermittently thereafter, and worked at least

twenty-six (26) hours a week over a month in November, 1989, thereby qualifying for regular status. The employee then opted for regular employee status. He had worked a total of 2,158 hours up to the end of November 1989 in the same department and classification. The conversion formula works as follows:

- i.  $2158/8 = 269 \frac{6}{8}$  working days;
- ii.  $269 \frac{6}{8} = 270$ ;
- iii.  $270 \times 1.4 = 378$  calendar days;
- iv. no rounding necessary;
- v. November 30, 1989, - 378 calendar days = November 17, 1988.

(e) There shall be posted two (2) seniority lists, one for regular employees based on date of hire within his classification and one for the casual employees based on hours worked. A casual employee will be placed on the regular employee's seniority list when:

- i. A posted position becomes available, and
- ii. When the casual employee consistently works twenty-six (26) hours or more a week over a thirty (30) day period.

7.02 When layoffs occur within any department, the last employee hired shall be the first employee to be laid off, based on length of service within the particular classification, it being understood that:

(a) Employees in a higher classification may be demoted to a lower classification, and

- (b) An employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the unit and shall, if layoff occurs, be laid off accordingly, and shall be recalled in inverse order to that in which he was laid off. For the purpose of this subsection, an employee means a person who derives his main source of income from his employment with the Employer.
  
- (c) Employees shall be returned to service in the order of their seniority within their classification and the unit. Employees desiring to avail themselves of this rule must file their names, phone numbers and addresses with the Employer and thereafter keep the Employer informed of their current address and phone number. Employees failing to report for duty within sixty (60) hours, excluding Saturday and Sunday, from the time of notification by direct contact, registered mail or telephone, shall be considered to have resigned without notice.
  
- (d) The Employer agrees to post a seniority list covering all employees showing commencement date and classification in the unit. The Employer shall post such list on or before the first (1st) day of September in each and every year.
  
- (e)
  - i. Vacancies that occur other than vacations or casual (i.e. short term) absences will be posted with work schedules for a period of five (5) working days. Employees currently on payroll can apply in writing to the manager.
  - ii. Notwithstanding (i.) above, the Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified and most suitable.

- iii. The Employer will forward a copy of the posting notice to the Union at the time of posting.

- (f)
  - i. Any employee who is promoted by the Employer shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.
  - ii. should the employee be unable to satisfy the requirements of the work performance criteria, the employee may be returned to their former job position. In such cases the Employer shall have the right to require all employees who changed job positions as a result of the promotion to move back into their previously occupied job positions and wage rates.
  
- (g) The Employer when considering applicants for promotion, will apply seniority, provided however that the employee who claims the right to exercise his seniority for the purpose of such promotion possesses the primary qualifications, character, integrity, attitude, efficiency, ability to satisfactorily perform the full measure of the work required.

### 7.03 Loss of Seniority

Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer;
  
- (b) Is discharged for cause, or;
  
- (c) After a layoff, fails to report for work within sixty (60) hours of being recalled (excluding Saturdays and Sundays), by direct contact, registered mail or telegraph, by the Employer;

- (d) Is absent without leave for more than two (2) working days;
- (e) Is on continuous layoff for six (6) consecutive months; or
- (f) Every three (3) months, on September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup>, casual employees will indicate their availability for work in writing. Employees are expected to be available to be scheduled for shifts in accordance with their availability. If an employee does not change their availability in writing, their existing availability will be deemed to continue.

An employee who refuses three (3) scheduled shifts within a six (6) month period will be terminated with just cause.

#### **ARTICLE 8 - LEAVES OF ABSENCE**

- 8.01 The Employer shall grant leave of absence to employees who are appointed or elected to Union office for a period up to and including five (5) years. The employee who obtains this leave of absence shall return to his employment within thirty (30) calendar days after the completion of his employment with the Union, as directed by the Union.
- 8.02 The Employer shall grant leave of absence to employees who are elected as delegates to attend Union conventions or as members of a negotiating committee.
- 8.03 No employee shall have the right to claim seniority if he has been on leave of absence in excess of three (3) months, except as provided in 8.01 and **8.08**.

- 8.04 Request by employees for unpaid leave of absence shall be made in writing to the Food Service Manager and may be granted at the Employer's sole discretion. The employee shall give at least fourteen (14) days notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing within seven (7) days.
- 8.05 **Maternity Leave:** All employees will be afforded all benefits of Maternity Leave in accordance with Employment Standards Legislation. An employee, upon her written request for Maternity Leave, is entitled to a leave of absence without pay for a period of up to seventeen (17) consecutive weeks. The written request must be made at least four (4) weeks prior to the commencement of the leave. The employee must notify the Company in writing two (2) weeks prior to her return to work. Employees returning to work following maternity leave shall be returned to their or a comparable position.
- 8.06 **Parental Leave:** All employees will be afforded all benefits of Parental Leave in accordance with Employment Standards Legislation. An employee who becomes a natural mother or father, or who adopts a child is entitled to unpaid Parental Leave of up to thirty-seven (37) weeks. For birth mothers also taking Maternity Leave, the maximum entitlement to Parental Leave is thirty-five (35) weeks. The employer may require the employee to provide a doctor's certificate indicating the employee's general condition and predicted delivery date. The employee shall make every effort to give at least four (4) weeks written notice of his/her intention to commence the leave and a planned date or return.

Notwithstanding the above notice period, an adoptive parent will notify the employer when he/she is advised of the date of the adoption placement. The employee shall furnish proof of adoption with the written request for leave.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to their job, or a comparable position following parental leave.

8.07 Employees may request a three (3) month leave of absence for training related to their job. The LOA shall be requested in writing at least two (2) weeks in advance, and the employee shall present proof of registration. The leave may be extended provided a request for extension is made prior to the expiration of the leave.

8.08 Employees who serve on a jury or as a witness for the Crown shall be granted a Leave of Absence without loss of seniority.

#### **ARTICLE 9 - PROBATIONARY PERIOD**

9.01 All new employees will be subject to a probationary period of sixty (60) worked days, or three (3) months from date of hire. Any absence shall result in the extension of the three (3) month probationary period time limit.

#### **ARTICLE 10 - WAGE SCALE**

10.01 The rates of pay for each classification will be in hourly terms as in the attached Appendix "A."

10.02 When an employee works more than four (4) hours on any day in a higher classification than the one in which he is normally employed, such hours shall be paid at the higher rate.

10.03 Casual employees will receive the current hourly rates as outlined in Appendix "A."

10.04 It is agreed that job classifications and wage rates not currently set out in Appendix "A" will be included in Appendix "A" by mutual consent of the parties. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

10.05 When an employee is laid off or his services are terminated he will be paid within forty-eight (48) hours exclusive of Sundays or holidays. He shall be given reason for layoff or dismissal on request.

**ARTICLE 11 - STATUTORY HOLIDAYS**

11.01 For all work performed on the following statutory holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

an employee shall be paid at their regular straight time rate, plus a premium of one and one-half times (1½x) their regular straight time rate.

11.02 No wages shall be deducted from time lost on election day. The regular work schedule shall prevail for federal and provincial elections.

11.03 In the event that an employee's day off falls on a statutory holiday, the employee shall receive his normal day's wages as calculated in 11.06.

- 11.04 Where an Employer requires an employee to work less than his normal schedule he shall receive straight time monies for those hours not worked in addition to applicable premium rate for hours worked on such statutory holidays.
- 11.05 Where an employee is not required to work on a statutory holiday the employee shall receive wages as calculated in 11.06.
- 11.06 For the purpose of this article, a normal day's wages is deemed to be an employee's hourly earnings exclusive of overtime for the hours he has worked in the two (2) week period immediately preceding the week in which the general holiday occurs dividing by ten (10) to establish the hours to be paid for such holiday. Casual employees will only qualify for statutory holiday pay if they are past the probationary period.
- 11.07 All work to be performed on a statutory holiday will be performed by employees who are regularly scheduled to work on that day.
- 11.08 Employees shall qualify for holiday pay only if he has worked on his regular scheduled shift immediately prior to the holiday and on his regular scheduled shift immediately after the holiday. This clause is not effective in the case of bona fide sickness or accident and the Employer reserves the right to require a doctor's certificate as proof of sickness or accident. Any abuse of this provision may be cause for dismissal.
- 11.09 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday he will not receive any holiday pay for that day.

## ARTICLE 12 - ANNUAL VACATION

- 12.01 (a) Employees with less than one (1) year's service will receive vacation with pay in accordance with the Employment Standards Act.
- (b) Casual employees will receive their vacation pay as a percentage of their earnings and paid out biweekly as part of their regular pay. If a casual employee chooses to accrue vacation pay he shall inform the employer in writing.
- 12.02 A two (2) week vacation with pay will be granted to all employees after one (1) year's service. Vacation pay will be four percent (4%) of his gross pay for the preceding year.
- 12.03 A three (3) week vacation with pay will be granted to all employees after three (3) year's service. Vacation pay will be six percent (6%) of his gross pay for the preceding year.
- 12.04 A four (4) week vacation with pay will be granted to all employees after seven (7) year's service. Vacation pay will be eight percent (8%) of his gross pay for the preceding year.
- 12.05 A five (5) week vacation with pay will be granted to all employees after twelve (12) year's service. Vacation pay will be ten percent (10%) of his gross pay for the preceding year.
- 12.06 A six (6) week vacation with pay will be granted to all employees after twenty (20) year's service. Vacation pay will be twelve percent (12%) of his gross pay for the preceding year.

- 12.07 Should a statutory holiday occur during an employee's annual vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.
- 12.08 Annual vacation dates will be granted, if possible, on the basis of seniority by classification, provided that the scheduling of vacations does not in any way restrict the Employer in his normal operations. Vacations will be taken at a time mutually agreed upon by the Employer and the employee.
- 12.09 The annual vacation year is from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 12.10 Application for annual vacation filed by May 1<sup>st</sup> of each year will be given preference insofar as it is practical to do so.

### **ARTICLE 13 - GENERAL**

- 13.01 It is mutually agreed that the general terms of this Agreement will remain in full force and effect in accordance with the Labour Relations Code of British Columbia.
- 13.02 The Union and the Employer will meet from time to time to discuss any areas of mutual concern.
- 13.03 Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal, respecting the unit, will be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

- 13.04 (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.
- 13.05 There shall be placed in a conspicuous place a work schedule specifying the names and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the Employer will keep said schedule up to date.
- 13.06 All employees are entitled to forty-eight (48) hours of notice of any change of their respective work schedule, except in emergency situations or where it is beyond the control of the Employer.
- 13.07 In the case of an employee being off for sickness or accident, when the said employee is declared physically able to resume full duties by either a physician or Workers' Compensation Board, the said employee will be reinstated to his former position with all rights and conditions which he formerly enjoyed. This does not affect the modified work program.
- 13.08 It is mutually agreed that the Employer will post working House Rules and file copy of it with the Union office before enforcing same.
- 13.09 (a) The Employer agrees that all regular employees who have been employed with the Employer for one (1) year or longer, are entitled to five (5) days off without loss of pay for **bereavement** leave. Death in the immediate

family to be defined as Mother, Father, Son, Daughter, Sister, Brother, Spouse, Father-in-law, Mother-in-law.

(b) The Employer agrees that all regular employees who have been employed with the Employer for one (1) year or longer, are entitled to one (1) day off without loss of pay for bereavement leave for natural Grandparents.

13.10 It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the BC Hotels Association in regards to Health, Welfare and Pension shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within this Collective Agreement.

13.11 The Employer agrees to provide adequate lockup facilities for employees' personal effects, namely purses and/or wallets.

13.12 The Workers' Compensation Board or the Employer, upon a bona fide claim, will compensate an employee for personal clothing, pants, false teeth, eye glasses and hearing aids damaged or torn while enforcing house rules while on duty.

13.13 Employees who serve on a jury or as witness for the Crown will be granted leave of absence with pay provided the employee concerned deposits any pay received with the Employer. To be eligible for this clause, the employee must have completed six (6) months or more of service.

13.14 Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:

((a)Employees who have completed their probation period can only be disciplined or discharged for just and a reasonable cause.

((b)During the probation period specified in this Agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.

#### ARTICLE 14 - SICK LEAVE

- 14.01 (a) To be eligible for sick leave an employee must successfully complete their probationary period.
- (b) Commencing the first of the month following successful completion of the probationary period, the Employer will provide a regular employee with one (1) day per month of sick leave to a maximum of twelve (12) days per year.
- (c) At the beginning of a regular employee's second year of employment and at the beginning of each subsequent year he will be entitled to a maximum of twelve (12) days sick leave.
- (d) The Employer reserves the right to request medical documentation to support absence due to illness or injury.
- 14.02 Sick leave entitlement will be prorated to the actual number of hours worked for any regular employee who works less than a forty (40) hour week. For the purpose of this article, a regular employee is an employee who works forty (40)

hours per week or more. Casual employees must conclude probationary period before prorated entitlement.

- 14.03 Up to three (3) sick days can be carried over to the following year if unused. There will be a maximum of fifteen (15) sick days in any year.
- 14.04 It is understood that sick pay is payable to employees only for the three (3) day waiting period prior to an employee receiving the Union Accident and Sickness (Wage Loss) benefit.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation hereof, or concerning discharge of an employee which may be alleged to be unjust shall be considered a grievance.
- 15.02 Where there is any grievance or dispute by an employee or the Union, notice thereof in writing must be given to the Employer within seven (7) days of the occurrence, excluding Saturday, Sunday and holidays. Where there is any dispute or grievance by the Employer, notice in writing thereof must be given to the Union within seven (7) days of the occurrence, excluding Saturday, Sunday and holidays.
- The agreed procedure for adjusting all grievances or disputes should be as follows:
- (a) By a discussion between the Food Service Manager, the employee concerned and a union representative.

- (b) Within five (5) days of receipt of the response, and where the Food Service Manager's response is not satisfactory, the union may submit the grievance in writing to the District Manager.
  - (c) Within five (5) days of receipt of the District Manager's response, the union may submit the grievance in writing to the Regional Manager.
  - (d) Failing to reach an agreement under Clause 15.02 the grievance or dispute will be submitted to a Board of Arbitration.
  - (e) The Parties agree deadlines may be extended by mutual agreement.
- 15.03 The Union and the Employer will have seven (7) days in which to select their respective nominee to the Arbitration Board. The two nominees will then select an impartial Chairperson. In the event the nominees cannot agree on a Chairperson, the Minister of Labour will be asked to appoint one.
- 15.04 The members of the Arbitration Board will meet as soon as possible to resolve the matter in dispute.
- 15.05 Each party will bear the expense of his nominee and half of the expense of the Board Chairperson.
- 15.06 A decision of the majority of the Board is deemed to be a decision of the Board and binding and enforceable on all parties.
- 15.07 The Arbitration Board has the power to determine whether a particular issue is arbitrable under this Agreement, but it is specifically agreed that no Board of

Arbitration has the authority to alter, modify or amend this Agreement or render a decision inconsistent with the provisions of this Agreement.

15.08 The time limits as provided herein may be extended by mutual agreement.

#### ARTICLE 16 - INDUSTRY ADVANCEMENT FUND

16.01 The Employer shall pay five cents (5¢) per hour for each hour of employment performed by all employees. These monies shall be paid to the Industry Advancement Fund administered by the Union.

16.02 The Employer agrees to forward all monies payable by him in respect to the Industry Advancement Fund on or before the tenth (10th) day of the month following the actual performance of work and shall forward said contributions to the Administrator of the Industry Advancement Fund.

#### ARTICLE 17 - HEALTH CARE PLAN

17.01 The Employer and the Union agree that all employees who qualify for benefits will be covered by and protected under the Health and Welfare Plan provided for in a certain Trust Deed known as Non-Aligned Health and Welfare Plan, entered into between the Employer and the Union and certain persons named by the Union and the Employer as Trustees of the Plan.

17.02 The total cost of the Employer's contribution for Health Care Plan coverage will be:

**Effective July 1, 2007, one dollar and thirty-five cents (\$1.35) per hour;**

**Effective July 1, 2008, one dollar and thirty-nine cents (\$1.39) per hour;**

**Effective July 1, 2009, one dollar and forty-three cents (\$1.43) per hour;**

or each employment performed by an employee covered by this agreement. These monies shall include dental coverage.

17.03 The Employer agrees to forward all monies payable by him in respect of Health and Welfare benefits, on or before the tenth (10th) day of the month following the actual performance of work and shall forward said contributions to the Administrator of the Health and Welfare Plan.

17.04 The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

17.05 In the event an Employer fails to remit contributions to this Plan in conformity with this clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay the Plan a penalty in the amount of fifty dollars (\$50.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

## **ARTICLE 18 - PENSION**

18.01 Effective July 1, 2000, the Employer agrees to contribute forty-one cents (41¢) per hour on behalf of each employee to the UNITE HERE, Local 40 Non-Aligned Pension Plan.

18.02 The Employer also agrees to forward all monies in respect to Pension benefits on or before the tenth (10th) day of the month following the actual performance of work and shall forward said contributions to the Administrator of the Pension Plan.

18.03 It is understood and agreed that the Company fulfils its obligation under Article 18.01 by making the contributions referred to herein to the said Pension Plan. In all respects the benefits shall be administered in accordance with the rules and regulations of the Pension Plan and without limitation the obligations of the Company shall in no manner whatsoever extend to the performance of the obligations under the said Pension Plan. It is also understood and agreed that the said Pension Plan shall not be deemed to be part of this Agreement and shall not be subject to the grievance procedure or to the arbitration provision contained in this Agreement.

#### ARTICLE 19 - MODE OF DRESS

19.01 Where an unconventional mode of dress is required by management, it is agreed the dress or uniform will not be such as to cause discomfort, ridicule or embarrassment to the employee.

19.02 All uniforms will be supplied and laundered by the Employer at no cost to the employee.

#### ARTICLE 20 – HEALTH AND SAFETY

20.01 Promotion of Safe Work Habits: The parties of this agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the Provincial Workers Compensation Act and related Provincial Regulations.

**20.02 Employee Safety:** The employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in accordance with legislated responsibilities.

**20.03 Employer Responsibilities:** The employer will comply with the employer responsibilities as set out in the Provincial Workers Compensation Act as set out in the *General Responsibilities of the Employer*.

**20.04 Employee Responsibilities:** The employee will comply with the employee responsibilities as set out in the Provincial Workers Compensation Act as set out in the *General Responsibilities of the Workers*.

## DEFINITIONS

**Regular Employee:** Is one who is scheduled to work a regularly scheduled posted position on a permanent basis.

**Casual Employee:** Is one who is not scheduled to work on a permanent basis, but who may be called to work temporarily for a defined period of time or who works from time to time but not on a regular basis.

**Bank Rolling:** Is defined as accumulating penalty time beyond the pay period immediately following the period in which the violation occurred.

**Gender/Plural:**

When indicated by context or intent of this Agreement, the feminine shall include the masculine and the opposite shall apply and the singular shall include the plural.

**IN WITNESS WHEREOF** the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SIGNED ON BEHALF OF:**

**ARAMARK CANADA LTD.**

**UNITE HERE, LOCAL 40**

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APPENDIX "A"

WAGE SCALE AND CLASSIFICATION

	Effective July 1, 2007	Effective July 1, 2008	Effective July 1, 2009
<b>Classification</b>			
1 <sup>st</sup> Cook	\$18.23	\$18.78	\$19.34
2 <sup>nd</sup> Cook	\$17.62	\$18.15	\$18.70
3 <sup>rd</sup> Cook	\$15.77	\$16.24	\$16.73
General Helper	\$15.11	\$15.56	\$16.03
Cashier	\$15.63	\$16.10	\$16.58

First cook relieving manager Monday to Friday receives \$1.00 per hour premium.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

ARAMARK CANADA LTD.

located at the EVELYN SALLER CENTRE

(Hereinafter referred to  
as the "EMPLOYER")

**AND:**

UNITE HERE, LOCAL 40

(Hereinafter referred to as the "UNION")

**VACATION PAY**

The Employer shall distribute vacation pay for employees on separate pay stubs in the amount proportionate to the vacation time taken by the employee.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SIGNED ON BEHALF OF:**

**ARAMARK CANADA LTD.**

**UNITE HERE, LOCAL 40**

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**LETTER OF UNDERSTANDING #2**

BETWEEN:

ARAMARK CANADA LTD.  
located at the EVELYNE SALLER CENTRE  
(Hereinafter referred to as the "EMPLOYER")

AND:

UNITE HERE, LOCAL 40  
  
(Hereinafter referred to as the "UNION")

**ARTICLE 14.01(b) - SICK LEAVE**

The parties agree that an employee who is entitled to sick leave shall draw from their entitlement in one-half ( $\frac{1}{2}$ ) or full day increments.

For example, if an employee reports for work, but is ill and must leave after two (2) hours of work, he will use one full day of sick leave. Furthermore, if an employee reports for work, but is ill and must leave after working six (6) hours, she will use one-half ( $\frac{1}{2}$ ) day of sick leave. Under no circumstances will pay for hours worked plus pay for sick leave exceed eight (8) hours.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SIGNED ON BEHALF OF:**

ARAMARK CANADA LTD.

UNITE HERE, LOCAL 40

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**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

ARAMARK CANADA LTD.

located at the EVELYN SALLER CENTRE

(Hereinafter referred to  
as the "EMPLOYER")

**AND:**

UNITE HERE, LOCAL 40

(Hereinafter referred to as the "UNION")

**REDUCED WORK WEEK**

The Employer shall grant a maximum of three (3) employees at any given time to honour their request to take a reduced work week. It is understood that there shall be no hardship incurred by the Employer. Each employee must put their request in writing a minimum of four (4) weeks prior to commencement of the reduced work week and a minimum of four (4) weeks in writing to reinstate their full hours. The employer shall not unreasonably deny such requests.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SIGNED ON BEHALF OF:**

**ARAMARK CANADA LTD.**

**UNITE HERE, LOCAL 40**

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