# **COLLECTIVE AGREEMENT**

# **BETWEEN**

United Food and Commercial Workers Canada Union, Local No. 401

- AND -

ARAMARK CANADA LTD. (University of Calgary)

Renewal: September 30, 2019

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This Agreeme	ent entered into this day of, ,	2017
BETWEEN:		
	ARAMARK CANADA LTD. (University of Calgherein referred to as the "Employer".	jary)
- AND -		

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, herein referred to as the "Union".

# <u>Article 1 – Purpose of Agreement</u>

- 1.01 It is the purpose of both parties of this Agreement:
  - (a) To maintain and improve harmonious relations and conditions of employment between the Employer and the Union;
  - (b) To encourage efficiency in operations;
  - (c) To consider service to the Client, and support to employees as the paramount concerns of both parties;
  - (d) To encourage effective communication between the Employer and the Union.
- 1.02 This agreement is negotiated specifically to provide orderly collective bargaining relations between the Union, Employer and its employees who are subject to the provisions of this

Collective Agreement to secure prompt and equitable disposition of grievances. Furthermore, it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of this Agreement shall not be condoned by either of the parties signatory hereto.

1.03 Wherever the male gender is used in the Agreement, it shall be understood to include female gender.

# <u>Article 2 – Scope and Recognition</u>

- 2.01 This Agreement shall apply to all food service employees of Aramark Canada Ltd. engaged in food services at the University of Calgary, save and except Office Staff, Clerical Staff, Executive Chef, Sous-Chefs, Chefs, and persons above the rank of Supervisor.
- 2.02 Persons excluded from the bargaining unit shall not perform work performed by employees within the scope of the agreement, with the exception of the Executive Chef, Sous-Chef(s), and Chef(s), who may perform work consistent with industry practice. As well, non-bargaining unit personnel may perform bargaining unit work in order to provide handson training or instruction, in the event of an emergency, and situations beyond the control of the Employer. For example, sudden unexpected increases in customer volume, catering events, or when specific client and customer requests are made, provided the performance of such work does not result in any loss of shifts or earnings for bargaining unit employees or prevent the future growth of the bargaining unit.

- 2.03 This Agreement shall not be construed to extend to or affect in any way any other phase of the Employer's business or construed to include any other employees of the Employer in any of the Employer's other divisions, branches or units at the University of Calgary or elsewhere.
- 2.04 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 2.05 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
- 2.06 The Union shall have a bulletin board at four (4) locations on the Employer's premises for its exclusive use and for the purpose of posting official Union notices. The locations of the bulletin boards are determined by mutual agreement and will be located in a conspicuous and appropriate location. Bulletin boards will be established at MacEwan Student Centre Tim Hortons, Foothills Pureatery, U of C Dining Centre The Landing, and Murray Fraser Hall.
- 2.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at a place determined by the Union.

# <u>Article 3 – Management Rights</u>

- 3.01 The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, powers and authority to manage and direct its working forces. Without restricting the generality of the foregoing, such rights of the Employer shall include the right to:
  - (a) Maintain order, efficiency, and discipline;
  - (b) Select, hire, retire, layoff, transfer, schedule, promote, discharge, demote, suspend, or otherwise discipline employees for just cause, subject to the provisions of this agreement, and provided that a claim of discriminatory promotion, demotion, transfer, layoff, or rehire or a claim that an employee has been discharged or otherwise disciplined without just cause, may be subject of a grievance and dealt with hereinafter provided;
  - (c) Generally manage the industrial enterprise in which the Employer is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used;
  - (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

(e) The Employer agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

# Article 4 – Strikes and Lockouts

4.01 The Union agrees that there shall be no strike, walkout, or other interruption of work by any employees or group of employees during the term of this Agreement.

The Employer agrees that there shall be no lockout during the term of this Agreement.

# Article 5 - Union Membership, Security, and Check-off

- 5.01 The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 2 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union; provided said non-members, whether a part-time or full-time employee, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 5.02 Deduction of Union Dues, Initiation Fees, and Assessments The Employer agrees to deduct from the regular pay cheque of each employee, upon proper authorization from the employees affected, initiation fees, Union dues, and assessments as authorized by the Union. Monies deducted during any month shall be forwarded by the Employer to the Union not later than the tenth (10<sup>th</sup>) day of the following month, and accompanied by written statement of the names

of the employees for whom the deductions were made and the amount of each deduction.

The Employer agrees to include total annual dues on T-4 slips.

The Employer further agrees to deduct Union dues and initiation fees from the wages of all employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deduction.

Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

- 5.03 The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in making the deductions provided for in Article 5.
- 5.04 The Employer will provide to the Union up to thirty (30) minutes for a meeting between the newly hired employee(s) and the Union Representative for a Union orientation presentation and to fill out all necessary membership information on time paid for by the Employer. The amount of time taken by the Union within the parameters of the thirty (30) minutes shall be at the Union's discretion.
- 5.05 The Employer shall by the tenth (10<sup>th</sup>) day of every month, provide to the Union a list of the names, addresses, telephone numbers, and if available, the email addresses of employees in the bargaining unit, as well as any other changes with respect to the status within the bargaining unit

- including hiring, terminations, promotions, and leaves of absence.
- 5.06 Names of employees covered by this Agreement hired, discharged, or employees who have left the employ of their own accord will be forwarded to the Union office as changes occur.
- 5.07 The parties subscribe to the principles of the Personal Information Protection Act.
- 5.08 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.

# <u>Article 6 – Union Stewards and Representatives</u>

- 6.01 The Employer acknowledges the role of Union Shop Stewards.
- 6.02 The Union may elect or otherwise appoint seven (7) Shop Stewards for the purpose of assisting employees in presenting grievances to the Employer as set forth in this agreement.
- 6.03 The Union shall keep the Employer notified in writing of the name of the Shop Stewards and the Union Representative and the effective date of their appointment. The Employer shall not be required to recognize a Steward until so notified in writing of his/her election or appointment.

- 6.04 With two (2) weeks' notice and subject to reasonable operational requirements of the Employer, Union Shop Stewards shall be released from the workplace to attend Union courses, functions, or conventions. The Employer agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost. These Stewards shall otherwise be treated as though they were working, and shall accrue and enjoy seniority, benefits, and all other rights, privileges, and entitlements provided for under the collective agreement.
- 6.05 The necessary time which is spent by the Union Steward during their regular working hours in reporting or resolving grievances, attending meetings, and new member orientations specifically provided for herein shall be considered to be time worked.
- 6.06 No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the function of management as set for in Article 3 hereof.
- It is agreed that the Steward shall continue to perform 6.07 his/her regular work in order to maintain efficiency of operations. However, in accordance with understanding, should it be necessary to assist an employee in presenting a grievance during working hours, he/she will not leave his/her work without first obtaining permission from his/her Manager or his/her designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during a shift when there is no supervision, the Union agrees that the Steward will not abuse his/her privilege under this paragraph, by absenting himself/herself from work in an unreasonable manner and for more time that reasonably required to handle the grievance.

- 6.08 Union Representatives shall have access to the site and work areas covered by this agreement in the carrying out of their regular duties and will not unduly disrupt the work force and will advise Management in advance. It is recognized that the Union Representative shall have the right, at reasonable times, to interview employees in respect to Union affairs or in respect to the investigation or processing of any grievance. The interviews or investigations will be on Employer time.
- 6.09 The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence, or otherwise assists in respect of the initiation of prosecution of a grievance or other proceeding under this Collective Agreement.
- 6.10 The Employer will recognize a Union negotiating committee of not more than seven (7) employees.

#### Article 7 – Grievance Procedure

7.01 A difference between the parties as to the interpretations, application, operation, or any contravention or alleged contravention of the terms and provisions of this Agreement shall be considered as a grievance.

The Union or the Employer may present a grievance.

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible and it is generally understood that employees should attempt to give their immediate Managers, or in their absence, the General Manager an opportunity to adjust the complaint. The immediate Manager or in their absence, the General Manager shall render their decision within two (2) working days.

If an employee has any complaint or question which they wish to discuss with the Employer, the employee may either alone or with the assistance of their Steward, discuss the matter with the employee's immediate Manager, or in their absence, the General Manager. The employee may request the Shop Steward to act on their behalf in the presence of the employee in order to achieve a resolution

7.02 If such complaint or question is not settled to the satisfaction of the employee concerned, the following steps of the grievance procedure may be invoked. Time constraints in the grievance procedure may be extended by mutual agreement.

# Step #1

The Shop Steward or a Union Representative, or by the Union on behalf of the employee, may present the grievance to the General Manager or their designated Representative. Such grievance shall be in writing, signed by the Union and shall be presented within twenty (20) working days of the date of the alleged occurrence or, of the date on which the grievor(s) became aware or reasonably should have been aware of the event giving rise to the grievance. The General Manager or his/her designated Representative shall give his/her reply in writing within ten (10) days.

#### 7.03 Step #2

If such reply is not satisfactory, the Union may forward the grievance in writing to the District Manager designated by the Employer within ten (10) working days of the Step #1 reply. The District Manager or his/her designated Representative shall reply within ten (10) days.

If the grievance is not settled, either party may submit the grievance to arbitration as outlined in Article 8.01.

- 7.04 Policy Grievance: a dispute involving a question of general application, interpretation, and affecting a group of employees, shall be reduced to writing and submitted at Step #1 of the grievance procedure. A policy grievance can be filed by a Union Representative.
- 7.05 In determining the time limits in this clause, Saturdays, Sundays, and Statutory Holidays shall be excluded.

#### Article 8 – Arbitration Procedure

- 8.01 Request for arbitration must be submitted within thirty (30) days after the grievance was dealt with as outlined in Step 1 and 2 of the grievance procedure.
- 8.02 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.03 No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature

of the issues. In reaching its decision, the Board of Arbitration shall not be vested with the power to change, modify, or alter this Agreement in any of its parts. The expenses of the impartial chairman shall be borne, equally, by the Employer and the Union, unless otherwise proved by law.

- 8.04 The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.
- 8.05 The parties may mutually agree that a sole arbitrator shall be appointed in place of the Board of Arbitration. The sole arbitrator shall have the same powers as the Board of Arbitration and the parties shall jointly bear the expense of the sole arbitrator.
- 8.06 If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

# Article 9 - Seniority

9.01 Seniority shall be bargaining unit wide by classification.

#### 9.02 <u>Location Seniority</u>

The parties agree that, for the purposes of scheduling weekly hours of work and lay-offs as per Article 11 and Article 13, service location seniority shall apply. Location seniority for an employee will commence upon their first shift worked at the location. If an employee regularly works at more than one (1) location, they will be deemed to have a

Primary and Secondary Location; the Primary Location will be where they regularly work the majority of hours per week.

9.03 An employee's seniority shall be that period of continuous service, in their classification, in the bargaining unit from the last date of hire with the Employer.

In the application of this article, former employees of the predecessor employer who worked at the University of Calgary, and who were hired by Aramark from May 1, 2015 to September 8, 2015, will be granted seniority for past service from their most recent hire date with the predecessor employer at the University of Calgary.

# 9.04 Seniority Lists

A seniority list, based on the date of which employees commenced work for the University of Calgary will be established showing seniority in all locations and classifications and this list will be supplied to the Union upon request. The seniority list will be posted for thirty (30) days to allow time to correct errors or omission by written protest.

The seniority list will show:

- (a) The employee's name;
- (b) The employee's location;
- (c) The employee's job classification;
- (d) The employee's service dates (last date of hire, location).

Should two (2) employees be hired on the same date then their order of seniority will be determined based on alphabetical order of the surname at date of hire. In addition, where there are two (2) or more employees whose surname begins with the same letter, the next letter will be used. Where the last names are the same, the first given name of the employee will be used.

9.05 Qualifications and ability being sufficient, filling of vacancies, transfers, staff reductions, layoffs as per Article 10, reduction of hours, recalls, and vacation selection shall be determined by seniority.

# 9.06 Loss of Seniority

An employee shall lose their seniority and their employment shall be deemed terminated if he/she:

- (a) Quits or retires;
- (b) Is terminated for cause, and the termination is not reversed through the Grievance Procedure;
- (c) Fails to return to work upon expiration of a leave of absence, except where an extension has been granted by the Employer prior to the expiration of the original leave;
- (d) Is laid off for a period of six (6) months or more;
- (e) Fails to return to work without a legitimate reason within seven (7) days from the time notice of recall is delivered to his/her last known address;
- (f) Remains off work for twenty-four (24) months or more due to an illness or injury.
- 9.07 Laid off employees shall have recall rights for six (6) months and their seniority shall accrue during this period.

# <u>Article 10 – Probation</u>

- 10.01 An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement, and not be placed on the seniority list until they have been employed for ninety (90) calendar days.
- 10.02 During the probationary period, an employee may be terminated at the sole discretion of the Employer without recourse to this Agreement.
- 10.03 Employees who successfully complete the probationary period can only be disciplined for just and reasonable cause.
- 10.04 Upon completion of the probationary period, all employees shall have their seniority date credited to the date of hire.

# Article 11 - Lay-Off and Recall

- 11.01 For all layoffs in each department, the employee with the least current classification seniority shall be the first to be laid off, unless persons with higher seniority volunteer. Notice of Layoff and Recall during these periods shall be by posting including the expected return to work date.
- 11.02 In the event of a reduction in the work force, the employee(s) with the least seniority in their classification shall be laid off first provided the employee(s) retained on this basis have the qualifications, skill(s), ability, and are competent to do the work available.

In the event of a reduction in the work force an employee may exercise their seniority to displace the most junior

- employee in their classification and location, provided the employee has the qualifications, skill(s) and ability, and is competent to do the work available.
- 11.03 Recall of employee(s) on lay-off shall be in the inverse order of lay-off, by classification, provided the employee(s) being recalled has the qualifications, skills(s), ability, and is competent to do the work available. No new employees, or employees from other locations shall be employed until those laid off have been recalled.

# <u>Article 12 – Promotions and Transfers</u>

- 12.01 Service date seniority shall be the determining factor for the purpose of promoting and transfers, providing the factors of qualification and ability are equal among those applying for the position posted.
- 12.02 When a permanent vacancy occurs, such vacancy shall be posted for not less than seven (7) calendar days. Employee applications for vacancies shall be made in writing to the Human Resource Manager or designate.
- 12.03 The name of the successful applicant shall be posted within five (5) days of the date of the appointment and for a period not less than fourteen (14) days.
- 12.04 The successful applicant on a job vacancy (permanent or temporary) shall be considered to be on a trial period of up to fifteen (15) shifts. During the trial period, the Employer agrees to provide appropriate training opportunities and guidance to the employee. During the trial period, the employee may choose to return or the Employer may direct

the employee to return to their former position and rate without loss of seniority.

- 12.05 (a) An employee promoted or temporarily assigned to a higher classification shall receive the wage rate of the higher classification. An employee temporarily assigned to a lower classification will maintain their current wage rate.
  - (b) An employee temporarily working outside their regular classification shall accrue such seniority time in their regular classification. All temporary opportunities are voluntary and employees will be advised of the shift, location, rate of pay, whether gratuities apply, and duration of assignment.

#### <u>Article 13 – Hours of Work and Overtime</u>

# 13.01 Basic Work Week

Nothing in this Collective Agreement shall be construed as a guarantee as to the hours of work per day, nor as to the hours of work for any other period of time, nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement, employees will only be paid for hours actually worked.

The basic work week for a regular full-time employee shall be forty (40) hours.

For the purpose of this clause, a full-time employee shall be considered one who, normally, works forty (40) hours per week.

The operation of the Employer can, and the Employer shall have the right to, establish operations on a seven (7) day a week basis. Where operational conditions permit, the Employer will endeavour to schedule employees on a five (5) day, forty (40) hour a week schedule.

The Employer maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, breaks, shifts and the arrangement of shifts, shall be determined on an ongoing basis by the Manager.

# 13.02 Normal Hours of Work

- (a) Except as provided in Article 13.03, employees covered by this Agreement shall not be employed for greater than:
  - (i) Forty two (42) hours in each seven (7) day period;
  - (ii) Eight (8) hours in one (1) day.
- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- (c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable regular or overtime rate in accordance with Article 13.03 (a).

# 13.03 Overtime

(a) All the time worked in excess of the normal hours of work as defined in Article 13.02, shall be paid at the

- rate of time and one-half (1 1/2X) the regular hourly rate for all hours worked.
- (b) Compensating time off shall not be given in lieu of overtime pay.
- (c) When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.
- (d) Overtime will be offered by classification first to the most senior employees on shift who are qualified to do the work. If no employee volunteers to accept such overtime then the Employer shall have the right to assign the most junior employee who is capable of doing the work.

# 13.04 Time Clocks

- (a) The Employer agrees to provide a method by which employees can record their time worked. Employees will not suffer loss of pay or discipline because of a technological issue of the Employer's time clock.
- (b) Employees shall be paid for all authorized time worked.
- 13.05 The Employer is committed to the early resolution of payroll disputes. If an employee believe they were paid incorrectly they should immediately bring it to the attention of their Manager. If the matter is not resolved to their satisfaction then he/she should bring it to the Union.

#### 13.06 Work Schedules

(a) The Employer agrees to schedule employees by classification and in order of seniority.

If additional work becomes available, it will be offered to those on shift, by classification and by seniority. Senior employees have the right to refuse the additional work. If all employees refuse, the employee with the least seniority, who has the qualifications, skill and ability for the job required will be scheduled to work.

- (b) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:
  - (i) Full-time employees to the extent of their basic work week set out in Article 13.01.
  - (ii) Part-time employees
- (c) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees.
- (d) If required to work during meal or rest breaks employees will be paid at prevailing rates of pay.
- (e) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. The Employer shall notify employees of any changes in accordance to Article 13.08.

- (f) In the event that the Employer changes the schedule of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (g) The Union may request copies of schedules and hours worked and such requests shall not be unreasonably denied.
- (h) Each of the designated departments shall constitute an individual scheduling group.
- 13.07 The Employer's weekly work schedule runs Thursday to Wednesday.

By Monday at Noon (12:00 PM) the Employer shall post any updates to the coming week's work schedule, as well as the work schedule for the subsequent week.

An employee who reports for work at their regular start time without receiving notice of change shall be assigned duties and paid for the duration of the shift originally scheduled.

Management will assign shifts and hours in order of seniority within the classification where the work is required to be done.

Definition of a shift(s) is all scheduled hours in a day for an employee.

In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, and the Employer decides to fill the shift, Management will make reasonable efforts to offer such shift to a qualified and able employee in order of classification seniority.

While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, whenever possible, the Employer is obligated to first build and maintain shifts of eight (8) hours.

No shift shall be scheduled shorter than three (3) hours.

Whenever reasonably possible, employees will be assigned two (2) consecutive days off in each seven (7) day period.

# 13.08 Changes in Work Schedules

- (a) Scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules. It is the responsibility of the Employer to contact the employee at the most recent recorded phone number of the employee.
- (b) In situations which are beyond the control of the Employer, the Employer may give notice of less than forty-eight (48) hours, when changing the work schedules.
- (c) Employees, whose schedules are changed without the advanced notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

# 13.09 Reduction of Hours

The Employer shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

# 13.10 Catering Event Staffing

- (a) Employees who wish to be considered for catering event functions will make their availability known to the Employer by completing an availability form.
- (b) The Employer will schedule staff for catering events with employees by seniority and classification from those who've indicated their availability as per Article 13.10 (a), with preference in the following order:
  - (i) Employees who have not yet completed full time hours that week
  - (ii) Employees who would be eligible for overtime
- (c) The Employer maintains the right to engage agency labour to provide additional personnel in the event that more are required. However, the Employer shall not displace any regular employees.

# 13.11 Meetings Outside of Working Hours

Employees at work that are requested by Management to attend information meetings or training exercises, outside of working hours, will be paid their regularly hourly rate for all such time that exceeds fifteen (15) minutes in duration. Employees that do not attend this type of meeting or training will not be disciplined.

# <u>Article 14 – Meal Allowance</u>

14.01 Employees are allowed food and drink for personal consumption during their shift, to be paid by the employee at the time of purchase.

The Employer shall provide at no extra costs to the employees, fountain beverages, and non-specialty coffee and tea.

14.02 Employees participating in the Meal Plan will be deducted \$3.50 per shift for the purchase of approved (non-excluded) food and drink items to a maximum of twelve (\$12.00) dollars per day.

Employees may choose to opt out of the Meal Plan by making their decision, for the campus semester, known to the Employer prior to the start of their shift in each campus semester.

If the date of ratification is after an employee has commenced their first day of work in the Fall semester, the Employer will maintain the current plan with mandatory participation however, employees may opt out once the agreement is ratified within one week of the date of ratification.

- 14.03 A list of excluded food and drink items will be posted on the Employer bulletin board.
- 14.04 The Employer will advise the Union of any anticipated changes to the excluded items list with at least fourteen (14) days' notice.

# <u>Article 15 – Meal and Rest Periods</u>

15.01 Employees working a scheduled shift of four (4) hours or more will be entitled to one (1) paid fifteen (15) minute rest break.

Employees working a scheduled shift of five (5) hours or more will be entitled to one (1) uninterrupted meal period of thirty (30) minutes without pay.

An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods of fifteen (15) minutes each and one (1) uninterrupted meal period of thirty (30) minutes without pay. Rest periods, as described above, shall be with pay. Except in situations which are beyond the control of the Employer, meal and rest periods will not be interrupted.

Employees who do not receive the unpaid meal period shall receive thirty (30) minutes pay at their regular hourly rate.

15.02 Meal periods will be scheduled as near mid-shift as possible.

Meal and Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before the end of the shift.

# Article 16 - Holidays

16.01 The following days shall be paid General Holidays:

New Year's Day Labour Day

Family Day Thanksgiving Day Good Friday Remembrance Day

Victoria Day Christmas Day

Canada Day Heritage day (1st Monday in August)

And all other public holidays proclaimed by the Federal or Provincial Governments.

Employees shall receive one (1) unpaid floater day per year. The floater day is to be requested in writing at least two (2) weeks in advance, and is subject to operational demands, and will be responded to in writing by Management. Such requests shall not be unreasonably denied.

To be eligible for general holiday pay, the employee must:

- Not have been absent without Employer's consent on the last scheduled day before the holiday or the first scheduled day after the holiday.
- Not have refused to work on the general holiday when requested/scheduled to.

Failure to meet any of these requirements results in the disentitlement of an employee to general holiday pay.

16.02 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1 1/2X) their regular straight-time hourly rate for each hours they work on the holiday.

16.03 Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive his/her holiday pay.

# <u>Article 17 – Annual Vacations</u>

- 17.01 The vacation year shall be anniversary date to anniversary date.
- 17.02 Employees with one (1) year or more of service shall be granted two (2) weeks of vacation with pay at a rate of four percent (4%) of gross earnings.

Employees with five (5) years or more of service shall be granted three (3) weeks of vacation with pay at a rate of six percent (6%) of gross earnings.

Employees with ten (10) years or more of service shall be granted four (4) weeks of vacation with pay at a rate of eight percent (8%) of gross earnings.

Employees with fifteen (15) years or more of service shall be granted five (5) weeks of vacation with pay at a rate of ten percent (10%) of gross earnings.

17.03 The Employer in arranging the vacation schedule shall recognize the seniority and preference of employees. The Union and the Employer agree that the vacation scheduling will then be arranged so as to ensure that a sufficient number of employees are always on duty in order to maintain the required degree of service.

No request will be unreasonably denied.

- 17.04 Vacation pay shall be paid on the next pay period following the specific day requested by the employee.
- 17.05 Vacation pay will be paid out at the end of the academic year layoff, at the end of the vacation year if applicable, or when requested. Requests must be provided in writing on a Vacation Request Form and allow two (2) weeks' notice from the pay period end date for administration purposes.
- 17.06 All vacation weeks must be used in the vacation year which covers July 1 to June 30. Employees shall not be entitled to carry forward their vacation from one year to the next.
- 17.07 An employee who terminates his/her employment for whatever reason and has not received his/her vacation pay allowance as provided herein will receive at time of termination a percentage of his/her earnings as stipulated in Article 17.02 above.
- 17.08 All employees will move to the accrual process described in this article, and the transition will be completed within two pay periods of the ratification date. The accrual balance will be included on employees' pay statements.

#### <u>Article 18 – Leave of Absence</u>

#### 18.01 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted three (3) days leave with pay with consideration given to travel time for attending the funeral. This period may be extended by up to two (2) days leave without pay if reasonable justification is provided to the Employer.

For the purpose of this Article, the term "immediate family" shall be defined as spouse, common-law spouse, same-sex spouse, employee's parents, spouse's parents, step parent, legal guardian/ward, child, step-child, sibling, step-sibling, grandparent, grandchild, step-grandchild, and step-grandparent.

In the event of death of an aunt, uncle, niece, nephew, or any relative living in the household of the employee, the employee will be granted three (3) days leave, of which two (2) days will be with pay. This period may be extended by up to two (2) days leave without pay if reasonable justification is provided to the Employer.

Requests for additional unpaid leave shall be considered on an individual basis and shall not be unreasonably denied.

# 18.02 <u>Compassionate Care Leave</u>

Employees shall be entitled to compassionate care leave in accordance with the Employment Standards Code of Alberta.

# 18.03 Maternity Leave

Employees shall be entitled to maternity, parental, and adoption leave in accordance with the Employment Standards Code of Alberta

18.04 An employee will give at least four (4) weeks' notice of the date that they wish to return to work. Upon the employee's return to work, they shall be reinstated to the same position and rate of pay that they had prior to the commencement of their leave.

# 18.05 Military Leave

An employee who is a member of the Canadian Armed Forces and is called to active duty will be granted the necessary leave of absence.

# 18.06 Union Leave

The Employer agrees to allow time off work without pay for employees selected to attend seminars, Union conventions, Union business, and negotiations. The Union will give the Employer two (2) weeks' written notice. Subject to the operational needs, no request will be unreasonably denied.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

If an employee is selected for a full-time position with the Union, he/she shall be granted a leave of absence in writing without pay or benefits for a period of up to one (1) year. Such leave of absence may be extended for an additional year.

All requests for leaves of absence will be in writing with fourteen (14) days' notice and will specify the reason for the leave of absence. Each request will be considered on an individual basis. Notice will not be required for bereavement or compassionate leave.

During negotiations once the original seven (7) days' notice has been given to the Employer, it will not be necessary for the Union to repeat said seven (7) days' notice to the Employer for subsequent meetings.

# 18.07 Jury Duty and Material Witness for the Crown

Employees, summoned to jury duty or subpoenaed as a material witness for the Crown, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or service as a material witness for the Crown shall furnish the Employer with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day off, or while on other paid or unpaid leave of absence; however, if an employee is summoned during their vacation they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as a material witness for the Crown and actual work on the job in one (1) day shall not exceed a regular maximum shift for the purposes of computing overtime.

# 18.08 Time off to Vote

Employees shall be entitled to three (3) consecutive hours off to vote while the polls are open. Should three (3) consecutive hours off to vote only be possible with the use of Employer time, such Employer time shall be with pay.

# 18.09 Employment Standards Unpaid Leaves

Employees shall be entitled to any additional unpaid leaves of absence as listen below, in accordance with the Employment Standards Code of Alberta.

- Long-term Illness and Injury Leave
- Personal and Family Responsibility Leave
- Domestic Violence Leave
- Citizenship Ceremony Leave
- Critical Illness of a Child Leave
- Death or Disappearance of a Child Leave

# 18.10 Additional Unpaid Leaves

Employees may be entitled to an unpaid leave of absence. Such requests are required in writing in advance with a minimum of two (2) weeks' notice, if possible. Requests will be subject to operational demands, will not be unreasonably denied, and will be responded to in writing by Management.

# <u>Article 19 – Discipline and Discharge</u>

- 19.01 Employees shall have the right to Union representation during a disciplinary meeting or discussion with the Employer that may lead to discipline or dismissal. The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours.
- 19.02 An Employee who has been subject to disciplinary action shall be cleared of the record of the disciplinary action for discipline after twenty four (24) months.
- 19.03 All discipline must be communicated and provided to the Employee and the Union in writing prior to being placed on the Employee's file.

- 19.04 Where the Employer intends to discipline an employee, such discipline must take place within thirty (30) calendar days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.
- 19.05 The Employer agrees to adhere to the principles of progressive discipline.
- 19.06 Any Employee who wishes to be unrepresented by a Shop Steward or Union Representative may only do so after consultation with a Shop Steward or Union Representative.
- 19.07 The Employer agrees that after a grievance has been initiated by the Union, the Employer's Representative will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee, without the consent of the Union.
- 19.08 The employee shall have reasonable access to his/her personnel file upon request with reasonable notice to his/her Manager.

## Article 20 – Respect and Dignity

- 20.01 The Employer hereto subscribes to the principles of the Human Rights Act of Alberta.
- 20.02 The Employer agrees that employees must be treated with dignity, respect, fairness and with recognition to the important role of the staff in the success of the business. The employees have the right to be free from discrimination, intimidation, retaliation and harassment by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, gender identity, gender

expression, marital status, physical or mental disability, or by reason of his/her membership or activity of the Union or in respect of the Employer exercising any right conferred under this Collective Agreement or any provisions covered under the Alberta Human Rights Act, R.S.A. 2000, c. A-25.5, except to the extent permitted by law.

Complaints made in respect of Article 20.02 shall be investigated by the Employer, and are subject to the grievance process.

## Article 21 - Health Care

- 21.01 The Employer shall offer a Health and Welfare Plan to all eligible employees effective Date of Ratification. The Employer may change insurance carriers provided it does not cancel or reduce the level of benefits in any way unless otherwise agreed to with the Union.
- 21.02 After one (1) year of continuous service, employees are eligible for a maximum of five (5) paid days of absence due to accident or illness in any one calendar year. Employees may be required to provide Employer with medical proof of inability to attend work. Unused sick leave may not be banked for use in a subsequent year, and will not be paid out.
- 21.03 In the event that an employee is unable to attend work due to illness or other reasons deemed acceptable to the Employer the employee must provide the Employer with as much notice as possible, but in any event, not less than one (1) hour prior to the commencement of their scheduled shift.

21.04 All regular employees are entitled to the Employer's health and wellness plan fully paid for by the Employer as outlined in Appendix 'B'. Transition to the new plan will occur within eight (8) weeks of date of ratification.

#### 21.05 Sick Day Provision

Sick days will be able to be used in either one-half (1/2) or full day increments.

Employees will be able to use their sick days for the purposes of caring for immediate family members.

The Employer reserves the right to require a doctor's certificate as proof of sickness.

## 21.06 Workers Compensation

Workers' Compensation Board coverage will be provided by the Employer for all Employees.

An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits in accordance to the Workers' Compensation Act will receive benefits directly from the Worker's Compensation Board.

Employees injured while working in the unit shall suffer no loss of earning for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

In the event that an employee is transported to the hospital via ambulance, the Employer shall be borne with the cost and shall pay the cost forthwith.

## Article 22 - Health and Safety

- 22.01 The Employer agrees to make responsible provisions for the safety and health of the employees. Dangerous practice and devices shall be reported to the Employer and the necessary precautions to eliminate such hazards will be taken.
- 22.02 The Employer and Union agree to comply with the Occupational Health and Safety Code of Alberta.

## <u>Article 23 – Committees</u>

# 23.01 Joint Health and Safety Committee

A joint Health and Safety Committee will be established, comprised of up to six (6) bargaining unit employees and up to two (2) Management employees.

The functions of this committee will be to inspect work areas as assigned by the Committee, and to discuss safety matters during a meeting scheduled for two (2) hours duration on a monthly basis. Minutes of the meetings will be recorded and posted in the work place. The minutes shall contain concerns of the committee and proposed recommendations. The committee shall not have authority to alter any portion of this Collective Agreement.

Employees on the committee are entitled to their regular wages for time engaged in these duties.

The Employer will comply with the provisions of the Alberta Occupational Health and Safety Act.

The Employer will record and post all minutes of these meetings on the Employer bulletin board.

#### 23.02 <u>Joint Labour-Management Committee</u>

The Employer and the Union agree to establish a Joint Labour-Management Committee that, unless mutually agreed otherwise, shall meet at a time convenient to both parties within thirty (30) days of the request of the other party, to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement and the operation of the facilities covered by the Collective Agreement.

The Committee will include two (2) Representatives each from the Employer and the Union, and up to three (3) bargaining unit employees as selected by the Union.

The Employer will record and post all minutes of these meetings on the bulletin board.

# <u>Article 24 – Wage Rates and Classifications</u>

24.01 The regular straight-time hourly wage rates and corresponding classifications shall be set out in Schedule "A" attached to and forming part of this agreement.

24.02 In the event that the Employer intends to introduce a new bargaining unit classification that is not listed under Schedule "A", the Employer shall meet with the Union to discuss the implementation of the new classification and the rate payable prior to its commencement. The Union may file a Union grievance under the Grievance and Arbitration procedures.

# <u>Article 25 – Duration and Previous Agreements</u>

- 25.01 This agreement should be in force and from September 23, 2017 to September 30, 2019, and from year to year thereafter, however either Party may not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date give written notice to the other Party to negotiate revisions to the Agreement.
- 25.02 If notice has been given in accordance with Article 25.01 above, the Employer agrees not to alter terms and conditions of employment should negotiations continue beyond the expiry date or until a legal strike or lockout occurs.

#### <u>Article 26 – Wage Schedule</u>

26.01 The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached schedule, Schedule 'A' of wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of the Agreement.

Any employee who transfers to another classification will be paid the wage for the new position as identified in Schedule 'A'.

## Article 27 – Application

- 27.01 This Collective Agreement shall apply to all employees covered by this Collective Agreement.
- 27.02 In the event that any word, phrase, sentence, section or article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, section or article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 27.03 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement, and ratified by the membership. Such changes shall be in writing and duly signed by the authorized agents of the parties.
- 27.04 Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

Signed this	day of	, 2017.
For The Employer:		For The Union:
Employer Comm	ittee:	Union Committee:
Katherine Jones Kevin Munn Ali Adat Mina Fior		Ritchie Nagypal Peter D'Cruz Popi Barbas Cheryl Sutherland Daniel Humphries Ify Okolocha John Leeyus Joe Irving Tom Hesse

This Agreement was ratified on September 23, 2017

# Schedule "A" - Wages

- (i) Effective Date of Ratification and applicable to active employees only.
- (ii) Active employees include new hires, employees who have returned from layoff for at least one shift, and employees on an Employer approved leave of absence including medical and WCB.
- (iii) On Date of Ratification, cumulative hours worked by an employee for the Employer at the University of Calgary shall determine the applicable rate in their classification.
- (iv) Employees whose wage rate prior to Date of Ratification exceeds the Schedule 'A' applicable wage grid rate (over range) will retain their wage rate while in the respective classification during the term of the Collective Agreement until such time that their wage rate no longer exceeds the Schedule 'A' applicable wage grid rate.
- (v) Lump Sum Bonus: Employees who are over range, as outlined in (iv) above, will receive a lump sum bonus following the Date of Ratification, in the amount of thirteen hundred (\$1,300.00) dollars.
- (vi) Employees who during the term of this agreement work the sufficient number of hours to qualify for the next step within their classification, will receive the applicable wage increase.
- (vii) An employee who is assigned to supervise another employee who is paid at a higher wage rate than the employee, will be paid a premium of one dollar and twenty five (\$1.25) cents for such hours as assigned.

Classification	Hours	Ratification	Oct 1 2018	July 1 2019	Gratuities	
	0 - 1039	16.10	16.20	16.62		Catering/
Supervisor	1040-2079	16.15	16.25	16.68	Υ	Bistro Employees
	2080+	16.20	16.30	16.73		only
_	0 - 1039	18.10	18.20	18.68		Catering/
Supervisor - Culinary	1040-2079	18.15	18.25	18.73	Υ	Bistro Employees
Cumary	2080+	18.20	18.30	18.78		only
	0 - 1039	17.10	17.20	17.65		Catering/
Co ok 1	1040-2079	17.15	17.25	17.70	Υ	Bistro Employees
	2080+	17.20	17.30	17.75		only
	0 - 1039	15.10	15.20	15.60	Y	Catering/ Bistro Employees only
Cook 2	1040-2079	15.15	15.25	15.65		
	2080+	15.20	15.30	15.70	-	
	0 - 1039	16.60	16.70	17.14		
Baker 1	1040-2079	16.65	16.75	17.19	N	
	2080+	16.70	16.80	17.24		
	0 - 1039	14.85	15.00	15.39		
Baker 2	1040-2079	14.90	15.05	15.44	N	
	2080+	14.95	15.10	15.50		
	0 - 1039	17.10	17.20	17.65		
Store keeper	1040-2079	17.15	17.25	17.70	Υ	All Employees
	2080+	17.20	17.30	17.75		Linployees
Driver	0 - 1039	15.30	15.40	15.80		
	1040-2079	15.35	15.45	15.85	Υ	All Employees
	2080+	15.40	15.50	15.91		

Banquet Captain	0 - 1039	14.30	15.25	15.65		
	1040-2079	14.35	15.30	15.70	Υ	All Employees
	2080+	14.40	15.35	15.75		
	0 - 1039	13.60	15.00	15.39		Catering/
Food Prep.	1040-2079	13.65	15.05	15.44	Y	Bistro Employees
	2080+	13.70	15.10	15.50		only
	0 - 1039	13.60	15.00	15.39		Catering/
General Help	1040-2079	13.65	15.05	15.44	Υ	Bistro Employees
	2080+	13.70	15.10	15.50		only
	0 - 1039	13.60	15.00	15.39		
Dishwasher	1040-2079	13.65	15.05	15.44	Υ	All Employees
	2080+	13.70	15.10	15.50		
	0 - 1039	13.60	15.00	15.39		
Cashier	1040-2079	13.65	15.05	15.44	N	
	2080+	13.70	15.10	15.50		
Server	0 - 1039	13.60	15.00	15.39		
	1040-2079	13.65	15.05	15.44	Υ	All Employees
	2080+	13.70	15.10	15.50		

<sup>\*</sup>Gratuities will be paid to the employees that apply under Schedule "A".

#### SCHEDULE "B" BENEFIT PLAN

# SCHEDULE "B" - HEALTH & WELFARE PLAN SUMMARY OF BENEFITS AND ELIGIBILITY REQUIREMENTS

#### **ARAMARK**

#### **GROUP BENEFITS PLAN**

For

# FULL-TIME / PART-TIME HOURLY EMPLOYEES of ARAMARK CANADA

At

#### UNIVERSITY OF CALGARY

Effective Date: November 17, 2017

Aramark Group Benefits Division 20C

Component # 3511, 3512, 3513, 3515, 3580, 3581, 3582, 3585

Manulife Financial Plan Numbers:

Medical # 85720

Dental # 85721

This outline and the contents are only a summary of the ARAMARK Canada Ltd. Employee Benefits Program. It does not give any contractual rights. The Medical and Dental Benefits Plans reimburse according to plan provisions for specified reasonable and customary medical and dental expenses not Eligible under the Provincial plan. The official insurance contracts, Collective Agreements and Employer Policy will govern in case of any discrepancies.

Notes: All claims submitted are subject to the insurance carriers approval

Benefit Type	Division 20 (C)
Life Insurance	\$25,000
AD&D	Up to \$25,000
Life Insurance Termination	Retirement
Age	
AD&D Termination Age	70 years old
Life Insurance Coverage	Yes
Mandatory	
Waiting Period	1st of month following 3 months service
Benefits Offered to	FT/PT Regular Employees provided that
	they work at least 20 25hrs or more per
	week
Sick Leave	
Sick Days	5 Days after 1 year of service
Waiting Period for Wage	5 Days Unpaid; these 5 days can be
Continuation	covered if an employee has fully paid sick
	days to transfer over
Wage Continuation	66.67% up to the EI max, whichever is less
Maximum weeks of Wage	14 weeks after the 5 day waiting period is
Continuation	applied
LTD Plan	N/A
Major Medical	
Annual Deductible - Single	N/A
Annual Deductible - Family	N/A

Reimbursement Level	90%; subject to reasonable and customary charges
Per Prescription Deductible	N/A
Pay Direct Card	Yes
Dispensing Fee	Maximum of \$6.00 covered
Speech Therapist	N/A
Psychologist	Up to \$1,000 per person per calendar year
Chiropractor	Up to \$200 per person per calendar year
Naturopath	Up to \$200 per person per calendar year
Osteopath	Up to \$200 per person per calendar year
Podiatrist	Up to \$200 per person per calendar year
Physiotherapy	Up to \$200 per person per calendar year
Nutritionist/Dietician	N/A
Massage Therapy	N/A
Private Duty Nursing	Covered; subject to insurance carrier
	approval and overall lifetime maximum
Medical Equipment	Covered; subject to insurance carrier
	approval and overall lifetime maximum
Medical Prosthesis	Covered; subject to insurance carrier
	approval and overall lifetime maximum
Medical Supplies	Covered; subject to insurance carrier
	approval and overall lifetime maximum
Ambulance	Covered; subject to insurance carrier
	approval and overall lifetime maximum
Hearing Aids	N/A
Anti-smoking drugs	\$300 Lifetime maximum
Fertility drugs	\$15,000 Lifetime maximum
Orthotics/Orthopedic shoes	\$300 per calendar year combined with
	orthopaedic shoes
Dental Services due to	Covered, subject to insurance carrier
accident	approval
Survivor benefit	Maximum of 2 years from the date of death
	or until the spouse remarries, whichever
	occurs first.

Benefit Maximum Age	Retirement
Dependent Age	21
Student Age	Under Age 25
Lifetime Medical Maximum	Lifetime maximum - \$25,000
(includes Drugs, Hospital, and	
Vision)	
Medical Coverage Mandatory	Yes
Waiting Period	1st of month following 3 months service
Benefits Offered to	FT/PT Regular Employees provided that
	they work at least 20 25hrs or more per
	week
Drug Benefit	
Prescription Co-Pay	90%; subject to reasonable and customary
	charges
Drug Type	Generic but Name Brand will be covered if
	recommend by doctor
Prescription Annual Maximum	Prescription to a maximum of \$3,000 per
	calendar year
Per individual Maximum	Subject to overall Medical lifetime
	maximum
Benefit Maximum Age	Retirement
Dependent Age	21
Student Age	Under Age 25
Vision Benefit	
Glasses	\$250 per person every 24 consecutive
	months
Contact Lenses	Yes, included in the \$250 per 24 months
	maximum
Laser Surgery	N/A
Eye Exam	N/A
Vision co-insurance	90%; subject to reasonable and customary
	charges
Benefit Maximum Age	Retirement
Dependent Age	21

Student Age	Under Age 25
Hospitalization Benefit	
Semi-Private/Private	Semi-private room and board
Hospitalization co-insurance	90%; subject to reasonable and customary
	charges
Emergency Out of Country	N/A
Coverage	
Benefit Maximum Age	Retirement
Dependent Age	21
Student Age	Under Age 25
Dental Benefit	
Annual Deductible Single	N/A
Annual Deductible Family	N/A
Complete Oral Exam	Every 3 years
Recall Frequency	Every 6 months
Complete Series of X-rays	Every 3 years
Fee Guide	Current Year Fee Guide
Fee guide based of province	Yes
Level 1 - Basic Restorative	90%; subject to reasonable and customary
Reimbursement	charges
Annual Maximum - Level 1	\$1,500 per person per calendar year
Level 2 -	N/A
Periodontics/Endodontics	
Reimbursement	
Annual Maximum - Level 2	N/A
Level 3 - Major Services	N/A
Reimbursement	
Annual Maximum - Level 3	N/A
Cleaning and Preventive	1 unit of scaling and 1 unit of polishing
Scaling	
Cleaning and Preventive	Every 6 months
Scaling - Frequency	
Adjunctive Periodontal	N/A
Services (combined) - Scaling	

not covered under Preventive	
Services and Root Planning	
Occlusal	8 units (15 mins per unit) per calendar year
Adjustments/Equilibration	
Dentures	N/A
TMJ	N/A
Fluoride Treatment	Every 6 months
Survivor benefit	Maximum of 2 years from the date of death
	or until the spouse remarries, whichever
	occurs first.
Benefit Maximum Age	Retirement
Dependent Age	21
Student Age	Under Age 25
Dental Coverage Mandatory	Optional at the time of initial enrollment.
	After initial enrollment, EE must have a
	qualifying event to make changes to
	benefits
Waiting Period	1st of month following 3 months service
Benefits Offered to	FT/PT Regular Employees provided that
	they work at least 20hrs or more per week

# Letters of Understanding

**BETWEEN:** 

ARAMARK CANADA LTD. (University of Calgary)

AND:

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401

# <u>Letter of Understanding #1 – Whistleblower Protection</u>

The Employer shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have, in good faith, spoken out or complained about their workplace, working conditions, food safety, the Employer, or any other aspect of the business, provided the issues have been brought to the Employer's and the Union's attention and the Employer has had adequate and reasonable time to address it.

Signed this day of	, 2017.
For The Employer:	For The Union:
Employer Committee:	Union Committee:
Katherine Jones Kevin Munn Ali Adat Mina Fior	Ritchie Nagypal Peter D'Cruz Popi Barbas Cheryl Sutherland Daniel Humphries Ify Okolocha John Leeyus Joe Irving Tom Hesse

This Agreement was ratified on September 23, 2017