Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 137

and

ARAMARK CANADA LTD.
At
St. Clair College of Applied Arts and Technology
(Windsor)

DURATION: October 1, 2017 to September 30, 2021

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ARTICLE 1 - PURPOSE

1.01 The purpose and intention of this agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences which may arise between them to set forth the conditions of employment to be observed by the Company and the Ontario Public Service Employees Union.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees of Aramark Canada Ltd. at its unit located at St. Clair College of Applied Arts and Technology, Windsor, Ontario, save and except Food Service Manager, Assistant Manager or Office Manager, persons above the rank of Food Service Manager, and students employed during the school vacation period.

2.02 When indicated by context or content of this agreement, the feminine shall include the masculine and the singular, the plural.

ARTICLE 3 - RELATIONSHIP

3.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company or by the Union, or by any of their representatives with respect to any employee in the exercise of his rights as set forth in this agreement.

3.02 The Employer and the Union agree to conduct their affairs in accordance with the Human Rights Code. To this effect, the Company has implemented a Workplace Harassment and Discrimination Policy which identifies the different kinds of harassment including bullying and psychological harassment along with a reporting and complaint resolution procedure.

3.03 The Employer agrees to provide all new employees with a copy of the collective agreement, identify names of the stewards and health and safety representatives as well as the location of the union board.

ARTICLE 4 - BARGAINING UNIT JOBS

4.01 Except under emergency conditions or solely limited for the purposes of training, instructing or experimentation, in the event of a high demand situation, or where no employees with the required skills are available, supervisory employees shall not work on any job normally performed by an employee in the bargaining unit.

4.02 The Employer will maintain an 'on-call' list of casual employees based on operational needs.
ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Such management functions shall be:

(a) To determine the products and schedules of production, the locations of production and the methods of sequence of manufacturing processes.

(b) To maintain discipline of employees, including the right to make reasonable rules and regulations, provided however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this agreement.

(c) To discharge, suspend or discipline non-probationary employees for just cause, and to hire, transfer, promote, demote and to assign employees to shifts in accordance with the provisions of this agreement.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 During the lifetime of this agreement, the Union agrees that there will be no strike, slowdown, stoppage of work, picketing or any other interference with work or production, and the Company agrees that there will be no lockout.

ARTICLE 7 - UNION SECURITY

7.01 The parties agree that all new employees in the bargaining unit as defined in Article 2 shall become and remain members of the Union in good standing as a condition of employment on completion of their probationary period.

7.02 The Employer agrees to deduct union dues as prescribed by the Union, monthly from all employees in the bargaining unit. New employees shall have union dues deducted from the first day of employment. Union Dues shall also be deducted from any retroactive wage increases negotiated or arbitrated. The Employer agrees to remit the amount deducted, together with a list of the employees from whom the deductions were made, to the Union's Head Office in Toronto, to be remitted by the fifteenth (15th) of the month, attention of the Director of Finance.

7.03 At the same time income tax (T-4) slips are made available, the Employer shall type on the amount of union dues deducted for the previous year.

7.04 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.
ARTICLE 8 - UNION REPRESENTATION

8.01 The Employer agrees to recognize the following Union Committees: Negotiations Committee consisting of two (2) members along with the Local President whose participation will be solely limited to that of an observer and a Health and Safety Committee consisting of two (2) members. The Employer will also recognize two (2) stewards – one (1) shall be elected from the Day shift (3:00 a.m. – 12:00 p.m.) and one (1) shall be elected from the Afternoon shift (1:00 p.m. – 9:00 p.m.). It is understood that the Union will appoint one of the stewards as Chief Steward.

8.02 The Union agrees to supply the Company with a list of its Stewards and agrees to keep such list up to date at all times.

8.03 The Company agrees that a Steward, with permission of his immediate supervisor, shall be permitted during working hours and without loss of pay, to leave her regular duties for a reasonable length of time in order to investigate and settle any grievance which may arise within the bargaining unit. Such permission will not be unreasonably withheld. Upon returning to her regular duties, the Steward shall report to her immediate supervisor before commencing her regular duties.

8.04 The Company and the Union agree that a Staff Representative of the Union shall be permitted to attend with Steward any meetings with the Company. A Staff Representative of the Union shall also be permitted to meet with the officers of the Local Union with respect to Union business during working hours, provided the Company is notified in advance and production is not unreasonably delayed.

8.05 Two members from the bargaining unit, along with the Staff Representative, shall be recognized by management as the negotiating team for the bargaining unit, for the purpose of negotiating amendments to this collective agreement.

The members of the negotiating committee will be compensated by the Company at the regularly straight time hourly rate for time spent attending meetings in connection with the renewal of this collective agreement, except such compensation shall not apply for time spent outside of the normally scheduled hours. This provision shall apply to time spent negotiating with the employer, up to and including conciliation.

8.06 Labour Relations Committee: The parties agree to meet on a quarterly basis in the Academic School year (September-August), two (2) from management and two (2) from the union. The OPSEU Staff Representative /or Local President of the Union shall be permitted to attend. The Employer may invite the Regional Director when necessary.

8.07 In all cases of disciplinary actions, the affected member shall have the right to have a Union Steward accompany them to any meeting called by their Employer. In the event that a Steward is not available, a Steward from Local 137 or the OPSEU Staff Representative can be called to attend such meeting and shall not unreasonably delay the meeting.
ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Company and the Union agree that it is of the utmost importance that grievances be adjusted as quickly as possible.

It is the mutual desire of the parties that any issue shall be dealt with as quickly as practicable, with full discussion and disclosure in an attempt to avoid the need for a formal grievance. All employees are encouraged to discuss issues with management on an on-going basis. This shall be done before grievance procedures begin.

9.02 No grievance shall be considered where the circumstances giving rise to it occurred more than seven (7) work days prior to the presentation of the grievance.

9.03 **Step I:** The aggrieved employee shall first present her grievance orally to her Unit Manager. If a settlement satisfactory to the employee concerned is not reached within ten (10) calendar days following presentation of the grievance, the grievance may be presented in accordance with **Step II** of this article at any time within ten (10) calendar days thereafter.

**Step II:** The aggrieved employee may present her grievance in writing on a form supplied by the Union and approved by the Company. The Unit Manager shall deliver their reply in writing to the Union within ten (10) calendar days following presentation of the grievance. If a settlement satisfactory to the employee concerned is not reached within ten (10) calendar days following presentation of the grievance in accordance with **Step II,** the grievance may be presented in accordance with **Step III** of this article at any time within ten (10) calendar days thereafter.

**Step III:** The aggrieved employee may present the written grievance by way of appeal to the Regional Manager or his designated representative. Upon presentation of the grievance to him, the Regional Manager or his designated representative shall immediately arrange a meeting between the Union and the Company representative. The Regional Manager or his designated representative shall deliver the reply to the grievance, in writing, to the Union within ten (10) calendar days following such meeting.

9.04 It is understood and agreed that the time limits specified in **Steps I, II and III** may be extended by mutual agreement of the Company and the Union.

9.05 Where any difference arises between the Company and the Union relating to the interpretation, application or administration of this agreement, such difference shall be treated as a policy grievance and shall be presented in writing by either party at **Step III** of the grievance procedure.

9.06 Any settlement of a grievance arrived at between the Company and the Union, shall be made in writing and shall be final and binding upon the Company, the Union and the employees concerned.
ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

10.02 The party requesting arbitration shall indicate in its written request the name of its nominee to an arbitration board.

10.03 Within ten (10) calendar days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairman.

10.04 If either party fails to appoint a nominee within the time limit set out above, or if the two (2) nominees fail to agree upon a chairman within ten (10) calendar days of their appointment, or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as nominee or as chairman upon request of either party.

10.05 The Board of Arbitration shall have the right to enter any premises where work is being done or has been done by the employees or in which the Employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

10.06 The Union and the Company shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator.

10.07 Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the Board of Arbitration shall have the right to set aside such sanctions and deal with any grievance on its merits provided that the delay in time complained of by the protesting party is not unreasonable and provided further that such delay has not prejudiced the party making the protest.

10.08 It is understood and agreed that in cases where the Board of Arbitration finds that the Company has violated any of the provisions of this agreement, and that such violation has resulted in a loss of wages or other remuneration, the Arbitrator shall have the authority to order the Company to pay such lost wages or other remuneration to the employee or employees either in full or in part as to the Arbitrator may seem just in the circumstances. Should the Arbitrator decide that any discharge or suspension is unjustified or too severe, he shall have the power to rescind or reduce the penalty and reinstate the employee without loss of
seniority, with or without back pay or by any other arrangement which, in the opinion of the arbitrator, is just and equitable.

10.09 **Sole Arbitrator Clause:** Where both parties agree, a single arbitrator may be substituted for an arbitration board. In such cases the parties shall endeavour to agree upon the selection of an arbitrator, and in the event they fail to do so, the Minister of Labour of the Province of Ontario shall be asked to nominate an Arbitrator in accordance with section 10.04 of this collective agreement.

**ARTICLE 11 - DISCHARGE**

11.01 A claim by a non-probationary employee that she has been unjustly discharged shall be treated as a grievance provided that the aggrieved employee has attained seniority with Article 12 of this agreement prior to being discharged and provided that the aggrieved employee presents a grievance to the Regional Manager, or his designated representative, within ten (10) calendar days following notification of discharge by the company to the employee. Such grievance shall be taken up at the third step of the grievance procedure contained in Article 9.

The Company and the Union agree that the decision to discharge a probationary employee is at the sole discretion of the Company. The Company and the Union agree that probationary employees shall not have access to the grievance and/or arbitration provisions of the Collective Agreement. This Article will be in accordance with the Human Rights Code.

**ARTICLE 12 - SENIORITY**

12.01 The Company and the Union agree that the general policy in connection with seniority shall be security of employment for those employees who have served the Company.

12.02 In all cases of vacancies, promotions, demotions, (except disciplinary demotions), transfers, layoff, the following factors shall govern:

(a) ability, experience

(b) seniority

Where the qualifications for the job in question referred to in factor (a) above are relatively equal between two (2) or more employees, factor (b) shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

Where an employee is successful in posting for a permanent vacancy they shall be placed on a thirty (30) working day trial period. If the employee feels they cannot perform the position adequately, or the employer determines that they cannot perform the duties of the position satisfactorily the employee will be returned to
their former position subject to the seniority provisions of the Collective Agreement and the position existing.

12.03 All vacancies for positions of more than one (1) month's duration, and newly created positions, shall be posted for five (5) working days on the bulletin board supplied for union purposes. Any employee desiring the position posted shall make written application to management within the posting period. The position shall be first filled among those applying in accordance with the provisions of section 12.02. If there are no suitable candidates, the Company may then hire externally. The Union will receive a copy of all job postings and name of successful candidate(s).

12.04 An employee shall be considered to be on probation and shall not have seniority standing for the first ninety (90) working days. Upon completion of ninety (90) working days service, an employee shall then acquire seniority standing dating from the date of hiring.

12.05 An employee shall lose her seniority standing and employment for any of the following reasons:

(a) if she voluntarily quits her employment;

(b) if she is discharged and is not reinstated through the grievance procedure or arbitration;

(c) if she has been laid off for a continuous period of twenty-four (24) months;

(d) if she is recalled to work after a layoff by registered letter mailed to her last known address on the records of the Company and fails to notify the Company within three (3) working days of her acceptance of the recall or if she fails to report to work within seven (7) working days of receipt of notice of recall and fails to establish that she was prevented from reporting to work by reason of sickness or any other cause;

(e) if she fails to report for work immediately following the expiration of a leave of absence and fails to establish that she was prevented from reporting to work by reason of sickness or any other cause.

(f) is absent from work without permission for three (3) scheduled shifts during which time he/she has not as scheduled contacted the Employer.

12.06 The Company agrees to post a seniority list on the union bulletin board showing the seniority status of each employee. The employee shall have up to thirty (30) days from the posting to notify the Company in writing of any apparent errors or omissions. The Company agrees to provide the union and the union Staff Representative with a copy of the seniority list and to post and review the list every six (6) months.
12.07 An employee who is promoted or transferred to a position within the Company outside the bargaining unit and is subsequently reassigned to work within the bargaining unit shall be deemed to have accumulated seniority during the period of such promotion or transfer up to a maximum of twelve (12) months.

12.08 In the event of a Layoff, the Employer will provide the affected employee(s) with notice in accordance with the Employment Standards Act. The Employer shall layoff in the reverse order of seniority in the classification where the layoff is going to occur provided that there remain on the job employees who have the skills and ability and immediate qualifications to perform the work.

In the event of a layoff, or a reduction of hours the following procedures will take place:

(1) Seek volunteers in order of seniority within the classification starting with the most senior employee(s).

(2) If no volunteers, or not enough volunteers, the employee(s) with the least bargaining unit seniority within the classification will be displaced. Layoffs will be in accordance with Employment Standards Act.

12.09 Employees shall be recalled from layoff or offered additional hours which become available in order of seniority. Notice of recall in the case of layoff, shall be sent by registered mail to the employee’s last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, of her intention to either accept or decline the offer of recall. In the event that she does not respond to the notice, (in the case of layoff) she shall lose all seniority and shall be considered to have resigned her employment.

ARTICLE 13 - HOURS OF WORK

13.01 Hours of work for full-time employees shall consist of up to forty (40) hours per week but no less than thirty (30) hours per week and up to eight (8) hours per day but no less than six (6) hours per day. It is understood that this shall not constitute a guarantee of hours of work per day and/or per week for any period whatsoever.

13.02 (a) Shift schedules will be posted each Monday to be effective the following Monday, and shall be the schedule for the next ten (10) consecutive work days.

(b) Employees must be advised of changes made to the work schedule subsequent to it being posted, at least twenty four (24) hours in advance, except in the cases of sickness, bereavement, accident, and events causing a shortage of staff where the Employer has received less than twenty four (24) hours' notice of such.
Where the required notice of a change to the work schedule is not provided, the employee shall receive three (3) hours pay at regular straight time.

13.03 The current practice of assigning breaks will continue as long as operational requirements permit at which time an employee shall be entitled to a paid fifteen (15) minute rest period during the first four (4) hours of work each day and further a paid fifteen (15) minute rest period during the last four (4) hours of work each day. With approval from Management, the employees may combine their two fifteen (15) minute breaks to take a combined break of thirty (30) minutes. Where employees are not scheduled more than four (4) hours, but less than eight (8) hours, employees will be entitled to one (1) twenty (20) minute break in the day.

13.04 The Employer shall give preference in offering call-ins to full-time and part-time employees based on seniority provided such does not result in an overtime situation.

13.05 Continuous employment shall be broken and the "call in" employee shall be deemed terminated if an employee does not make themselves available, refuses or fails to work their call-in shift for four (4) call-ins within a four (4) month period unless there is a justifiable reason which is beyond the employee's control.

13.06 Employees will be paid at regular straight hourly rate of pay for all hours required to attend the workplace for any orientation/training/meetings for a minimum of three (3) hours.

**ARTICLE 14 - OVERTIME**

14.01 Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all work performed in excess of eight (8) hours per day, and all work performed in excess of eighty (80) hours over a two (2) week periods.

14.02 The Company shall schedule two (2) consecutive days off in each seven (7) day period.

14.03 In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision (pyramiding of benefits).

14.04 Employees requested to work more than two (2) hours of overtime shall be given fifteen (15) minutes on Company time to eat their lunch. A hot meal shall be provided by the Company.

14.05 Employees requested to report prior to their normal work schedule, will be paid time and one-half (1-1/2) for the extra time worked, provided that they work their full regular scheduled shift, unless they have been absent with management's permission.
14.06 Overtime will be offered to full time employees first and shall be distributed in a “fair and equitable manner”. If no full time employee is available, then overtime shall be offered to part time employees.

ARTICLE 15 - HOLIDAYS

15.01 Where any of the holidays enumerated below fall on what would otherwise be a regular working day, or where any of the said holidays in lieu thereof fall on what would otherwise be a regular working day, or where any of the said holidays fall on a Saturday or a Sunday and the day or the days celebrated as a holiday in lieu thereof falls on what would otherwise be a regular working day, all eligible employees who have acquired seniority shall receive payment for such holiday based on the number of hours they would normally have worked on such holiday multiplied by their regular straight-time hourly rate.

New Year's Day           Civic Holiday
Family Day                Labour Day
Good Friday               Thanksgiving Day
Victoria Day              Christmas Day
Canada Day                Boxing Day

and any other day proclaimed by the Federal or Provincial Government, shall be granted as a paid holiday.

15.02 To be eligible for holiday pay, an employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately following such holiday unless absent due to vacation, bereavement leave, jury duty, illness (certified, if required, by the Company), layoff not exceeding one (1) week's duration prior to the holiday, and approved leave-of-absence. An employee laid off within two (2) calendar weeks of Christmas shall be paid for the Christmas, Boxing Day and New Year's Day holidays, providing the employee returns to work as scheduled at the end of the Christmas seasonal break.

15.03 Where an employee is on vacation on the day on which the holiday falls, she shall be entitled to an extra day of vacation with pay at a mutually agreeably date.

15.04 At the Company's option, in addition to receiving their regular holiday pay, employees required to work on a scheduled holiday as defined above, shall be paid:

(a) One and one-half (1-1/2) her regular hourly rate for the hours worked; or

(b) Her regular hourly rate for the hours worked and a day off with pay following her next annual vacation or on a working day mutually agreed upon.
15.05 A part-time employee defined as regular or casual shall receive statutory holidays as outlined in 15.01 on a pro rata basis; and for all hours worked on a paid holiday shall be paid one and one-half (1-1/2) times the straight time hourly rate.

ARTICLE 16 - VACATION PLAN

16.01 The Company shall grant vacations in accordance with Company practice as follows:

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<th>Length of Service</th>
<th>Vacation Entitlement</th>
<th>Percentage</th>
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<tr>
<td>1 but less than 5 years of employment</td>
<td>2 weeks</td>
<td>4%</td>
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<tr>
<td>5 but less than 11 years of employment</td>
<td>3 weeks</td>
<td>6%</td>
</tr>
<tr>
<td>11 but less than 15 years of employment</td>
<td>4 weeks</td>
<td>8%</td>
</tr>
<tr>
<td>15 but less than 25 years of employment</td>
<td>5 weeks</td>
<td>10%</td>
</tr>
<tr>
<td>25 or more years of employment</td>
<td>6 weeks</td>
<td>12%</td>
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16.02 Vacation pay shall be in accordance with current Company practice.

16.03 Due to operational requirements vacations will be scheduled during the months of May, June, July and August. Employees may be granted vacations at other times than specified above at the discretion of the Company.

Employees wishing to take vacation at other times shall submit their requests, in writing, for said time off at the same time as request for vacation in the months of May, June, July and August are submitted. Requests for vacation in the months of May and June must be submitted by April 1st. The Company will post a vacation schedule for May and June by April 21st.

Requests for vacation in the months following June must be submitted by May 1st. The Company will post a schedule for these months by May 21st.

16.04 Employees will receive their vacation pay on the first pay they receive following February 1st.

16.05 Leave of Absence during vacation time caused by medical reasons requiring hospitalization shall not be charged against vacation credits.

16.06 A part-time employee defined as regular or casual is entitled to vacation time and pay in accordance with his/her service.
ARTICLE 17 - LEAVE OF ABSENCE

17.01 All employees are entitled to two (2) floating holidays per year after completion of one (1) year of service. Such leave to be approved by management in advance. Such requests shall not be unreasonably denied. Where such holidays are not utilized in the year, they will be paid to the employee as a lump sum on the final pay cheque at the end of the winter semester.

17.02 The Company may grant an employee a leave-of-absence without pay for a legitimate personal reason, and shall not be unreasonably denied.

17.03 An employee requesting leave-of-absence, shall make such request in writing to the Company, and where such leave-of-absence is granted, it shall be in writing by the Company. Employees shall submit their request for leave-of-absence as far in advance as possible, and in any event at least one month prior to the requested leave-of-absence, unless the employee was unable to do so due to circumstances beyond her control.

Principles of Leave of Absence

- Seniority freezes upon leave and begins to accrue upon return (an adjusted seniority date/list will be required).

- Leave of up to two (2) calendar years and may be extended upon mutual agreement of the Union and the Employer.

- Employee returns to previous position and status or similar position should the original position no longer be in existence. If no vacancy upon return, then the layoff provisions of the Collective Agreement shall apply.

- The vacancy shall be posted and filled as a temporary position.

17.04 The Company agrees that delegates of the union, not exceeding two (2) in number at any one time, shall be granted reasonable leave-of-absence without pay for the purpose of attending a union convention, conference or other union business provided the operation of the unit is not affected and such leave shall not unreasonably be withheld. The Union agrees to inform the Company of the names of the union delegates in advance of the granting of the leave-of-absence.

17.05 The Company shall grant an employee leave of absence, without compensation and without loss of seniority, of not more than two (2) years to work in an official capacity (including Executive Board Members) for the Union so long as the leave does not unduly interfere with the Employer's operations. The Employee must request the leave-of-absence in writing and the Union must approve it.
17.06 If an employee is absent from work due to injury, sickness, or whose claim has not been approved for Short Term disability, they will be notified prior to the termination of benefit coverage, and given the opportunity to pay the employee portion of the required premiums to avoid discontinuation, to a maximum of six (6) months from their last day of work.

If an employee is absent from work on approved leave of absence they will be notified prior to the termination of benefit coverage, and given the opportunity to pay 100% of the premiums to avoid discontinuation, to a maximum of six (6) months from their last day of work.

ARTICLE 18 – PREGNANCY, PARENTAL, ADOPTION AND FAMILY/EMERGENCY LEAVE

18.01 Leave-of-absence because of pregnancy shall be granted in accordance with the Employment Standards Act (Ontario), as amended from time to time.

18.02 On request, in writing, leave-of-absence without pay beyond that provided under the Employment Standards Act may be granted to an employee on pregnancy leave up to a maximum leave (including leave available under the legislation) of one (1) year. The Employer, in considering any request for an extension in pregnancy leave in excess of that provided under the legislation, shall give consideration to any medical or other relevant reasons.

18.03 Seniority shall continue to accumulate for the duration of pregnancy leave.

18.04 At the Employee’s option, she may, by arrangement with the Employer, elect to pay one hundred percent (100%) of the premiums payable for the package of benefits in effect for the Employee, prior to the leave.

18.05 PARENTAL LEAVE

Leave of absence shall be granted in accordance with the Employment Standards Act of Ontario as amended from time to time.

(a) Request for such leave must be in writing.

(b) Seniority shall continue to accumulate for the duration of Parental Leave.

(c) At the Employee’s option, she may, by arrangement with the Employer elect to pay one hundred percent (100%) of the premiums payable for the package of benefits in effect for the Employee prior to the leave.

18.06 ADOPTION LEAVE

Adoption Leave shall be granted in accordance with the Employment Standards Act of Ontario.
(a) Request for such leave must be in writing.
(b) Seniority shall continue to accumulate for the duration of Adoption Leave.
(c) At the employee's option, she may, by arrangement with the Employer, elect to pay one hundred percent (100%) of the premiums payable for the package of benefits in effect for the Employee, prior to the leave.

18.07 As per the Employment Standards Act, which may be amended from time to time, employees may be entitled to Family Medical Leave and/or Personal Emergency Leave provided they meet the criteria stipulated under the Act.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event of the death of an employee's spouse, father, mother, son, daughter, brother or sister, and step-persons, the employee shall, upon notification to the Company, be granted at the employee's option, up to a maximum of five (5) days leave of absence. It is further agreed that in the event that any or all of the leave of absence falls during the employee's regularly scheduled working days, the employee will be paid for her lost time. Additional working days leave of absence without pay may be granted when out-of-town travel is required. This leave is subject to management approval.

19.02 In the event of the death of the employee's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchildren, such employee shall, upon notification to the Company be granted up to a maximum of three (3) working days leave-of-absence. It is further agreed that in the event that any or all of the leave-of-absence falls during the employee's regularly scheduled working days, the employee will be paid for her lost time.

19.03 In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall, upon notification to the Company, be granted one (1) day leave of absence with pay for the purpose of attending the funeral if it is a scheduled work day.

ARTICLE 20 - JURY DUTY OR CROWN WITNESS

20.01 An employee who is called for jury duty or Crown witness shall be compensated by the Company for the difference between payment received for such duty and the payment she would have received for the straight-time hours she was thereby required to lose from her regularly scheduled hours of work. The differential payment made in accordance with this article shall only be made upon presentation of documentary proof of call duty, performance of such duty, and the payment received therefore.
ARTICLE 21 - REPORTING FOR WORK

21.01 Where the Company has failed to provide reasonable notice to an employee not to report for work and no work is available at the Company's premises, an employee scheduled for work or notified to report for work shall, upon reporting for work, be paid a minimum amount equivalent to pay for four (4) hours at her straight time rate.

ARTICLE 22 - TEMPORARY TRANSFERS

22.01 An employee who is temporarily transferred to work in a classification having a higher rate of pay than the current classification of the employee shall be paid the rate of the higher paid job classification for all hours worked.

22.02 An employee who is temporarily transferred to work in a classification having a lower rate of pay than the current classification of the employee shall be paid the rate of his current classification.

ARTICLE 23 – HEALTH AND SAFETY

23.01 The Company accepts the responsibility to maintain reasonable provisions for the safety and health of the employees during the hours of their employment. The Union agrees to assist the Company in maintaining proper observance of all safety and health rules.

23.02 The Company and the Union agree to name a safety and health committee to be comprised of an equal number of Company and union representatives. The committee shall meet every second month except in the event of an emergency, where a meeting may be called by either the company representatives or the union representatives. The function of the committee shall be to promote safety and industrial hygiene.

The Company shall notify the Union of any compensable accident or injury to an employee. The Company will supply all safety equipment and supplies necessary to protect employees from injury as required under the provisions of the Occupational Health and Safety Act.

Bullying and Personal Harassment

The Employer and the Union recognize the harm caused by bullying, intimidation and personal harassment in the workplace. Bullying can take many forms, such as physical, emotional and psychological. The Employer and the Union recognize that bullying is a form of harassment and in order to maintain a safe working environment, as required under the Occupational Health and Safety Act; both parties recognize that is their combined duty to prevent and respond to bullying.
The parties recommend and encourage any employee who may have a bullying or personal harassment complaint to follow the complaint process as set out in the Employer's Workplace Harassment policy.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative to assist him/her in presenting the complaint.

23.03 **Shoe Allowance**

The Company shall reimburse employees up to a maximum of one hundred dollars ($100.00) annually towards the purchase of one (1) pair of non-slip safety footwear per academic year (September-August). The employee must provide the Company with proof of purchase in the form of an original receipt to qualify for such reimbursement.

**ARTICLE 24 - PAYMENT FOR INJURED EMPLOYEES**

24.01 In the event that an employee is injured in the performance of her duties, she shall to the extent that she is required to stop work and receive treatment, be paid for her lost time for the remainder of her shift.

**ARTICLE 25 - BULLETIN BOARDS**

25.01 The Company agrees to provide the Union with a bulletin board in the area of work for the purpose of posting union notices and official papers. It is agreed that notices must be authorized by the Company before posting on the bulletin board.

**ARTICLE 26 - COPIES OF AGREEMENT**

26.01 The Company and the Union desire every employee to be familiar with the provisions of this agreement and for this purpose, the Company agrees to furnish a printed copy of the agreement to each employee, cost to be shared on a 50/50 basis with the Union.

**ARTICLE 27 - WAGES**

27.01 Schedule "A" attached shall form part of this agreement.

27.02 It is agreed and understood that the Employer has the right to appoint a Lead Hand. If the Employer does appoint a Lead Hand, such notification shall be communicated to staff.
ARTICLE 28 – BENEFITS

28.01 Schedule "B" attached shall form part of this collective agreement.

ARTICLE 29 – MEAL ALLOWANCE

29.01 Effective August 15th, 2016, employees will be allowed an amount of food and drink for personal consumption during their breaks, to be paid for by the Employee through an automatic payroll deduction of $1.50 including required taxes for each shift worked. A list of excluded items will be posted on the bulletin board. The Meal Allowance may be discontinued by the Employer at any time.

ARTICLE 30 - DURATION AND TERM

30.01 (a) This agreement shall become effective on October 01, 2017 and shall remain in force until September 30th, 2021 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this agreement.

30.01 (b) Upon notification identified in (a), the parties shall meeting within fifteen (15) working days from the expiry date above or such date as mutually agreed to.
LETTER OF UNDERSTANDING #1

Between:

ARAMARK CANADA LTD.

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 137

Employees paid above current wage grid.

In the 2012 round of bargaining, it was agreed that the following three (3) employees are currently being paid above the current wage grid.

Deb Donlon (retired)
JoAnne Ravenello
Lisa Cecile.

It was further agreed that the three employees above will continue to be paid at their current rate and that they will receive the same general wage increases as per the memorandum of settlement signed December 13th, 2017 namely:

<table>
<thead>
<tr>
<th>Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1st, 2017</td>
<td>$0.41/hr</td>
</tr>
<tr>
<td>January 1st, 2018</td>
<td>$0.48/hr</td>
</tr>
<tr>
<td>January 1st, 2019</td>
<td>$1.05/hr</td>
</tr>
<tr>
<td>October 1st, 2019</td>
<td>$0.25/hr</td>
</tr>
<tr>
<td>October 1st, 2020</td>
<td>$0.35/hr</td>
</tr>
</tbody>
</table>

The above employees shall also be eligible to move on the wage grid provided they meet the eligibility of such and as appropriate under the Collective Agreement.

Renewed this 13th day of August, 2018.

FOR THE UNION

FOR THE EMPLOYER

[Signatures]

[Signatures]
LETTER OF UNDERSTANDING #2

Between:

ARAMARK CANADA LTD.

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 137

RE: BILL 148

The Parties agree to meet no later than the 31st of January, 2018 to review Bill 148 and to discuss any impacts the Bill has on the Collective Agreement and the employees within the Bargaining Unit.

Signed at Windsor, Ontario, this 13th day of August, 2018.

FOR THE UNION

FOR EMPLOYER

Joanne Baranello

Signed by:

Jacqueline Murray

Signed by:

Glenn Livingston

Deborah Jennings

Signed by:

S. L. Lord

Mira Fior
LETTER OF UNDERSTANDING #3

Between:
ARAMARK CANADA LTD.

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 137

RE: BENEFITS

The Parties agree that there was much discussion with regard to changes in benefits for the employees. The Employer has indicated that a review of all benefit packages was underway and that there may be an ability to review the benefits at a later date. However, the Employer has indicated that they will continue to search for an ability to allow pro rating of the benefit costs over the academic year and to also allow for Out of Country coverage. The Employer agrees to contact the Union with further information with regard to this as soon as determination has been made.

Signed at Windsor, Ontario, this 30th day of August, 2018.

FOR THE UNION

FOR EMPLOYER

[Signatures]

[Signatures]
**SCHEDULE “A” - WAGE RATES**

<table>
<thead>
<tr>
<th>Date</th>
<th>General Help</th>
<th>Baker (Tims)/Cook 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>October 1, 2017</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$12.55</td>
<td>$12.78</td>
</tr>
<tr>
<td>12 month</td>
<td>$13.73</td>
<td>$13.97</td>
</tr>
<tr>
<td>24 months</td>
<td>13.97</td>
<td>$14.20</td>
</tr>
<tr>
<td><strong>January 1, 2018</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$14.00</td>
<td>$14.25</td>
</tr>
<tr>
<td>12 month</td>
<td>$14.21</td>
<td>$14.46</td>
</tr>
<tr>
<td>24 months</td>
<td>$14.45</td>
<td>$14.75</td>
</tr>
<tr>
<td><strong>January 1, 2019</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$15.00</td>
<td>$15.25</td>
</tr>
<tr>
<td>12 month</td>
<td>$15.25</td>
<td>$15.50</td>
</tr>
<tr>
<td>24 months</td>
<td>$15.50</td>
<td>$15.75</td>
</tr>
<tr>
<td><strong>October 1, 2019</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$15.15</td>
<td>$15.40</td>
</tr>
<tr>
<td>12 month</td>
<td>$15.40</td>
<td>$15.66</td>
</tr>
<tr>
<td>24 months</td>
<td>$15.75</td>
<td>$16.00</td>
</tr>
<tr>
<td><strong>October 1, 2020</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
<td>$15.30</td>
<td>$15.56</td>
</tr>
<tr>
<td>12 month</td>
<td>$15.56</td>
<td>$15.81</td>
</tr>
<tr>
<td>24 months</td>
<td>$16.10</td>
<td>$16.30</td>
</tr>
</tbody>
</table>

Lead Hand to receive a $0.50 shift premium and appointed by management, the Employee has the option to decline.
SCHEDULE "B" - BENEFITS
ARAMARK CANADA LTD.

Benefit Summary
Effective January 1st, 2018

Eligibility 1st of the month following three (3) months of employment provided the employee works at least twenty-five (25) hours or more per week.

Cost Share 70/30 for all except STD
STD 100% Employer Paid

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

<table>
<thead>
<tr>
<th>Benefit Formula</th>
<th>$25,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance Termination</td>
<td>Retirement</td>
</tr>
<tr>
<td>AD&amp;D Termination</td>
<td>70 years old</td>
</tr>
</tbody>
</table>

2. SHORT TERM DISABILITY

<table>
<thead>
<tr>
<th>Benefit Formula</th>
<th>66 2/3% of weekly earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Maximum</td>
<td>EI</td>
</tr>
<tr>
<td>Benefit Payable</td>
<td>1st day of accident, 1st day hospitalization, 5th day of sickness</td>
</tr>
<tr>
<td>Benefit Period</td>
<td>15 weeks</td>
</tr>
<tr>
<td>Termination</td>
<td>Retirement</td>
</tr>
</tbody>
</table>
## EXTENDED HEALTH BENEFIT

### 1. MAJOR MEDICAL BENEFIT

<table>
<thead>
<tr>
<th>Service</th>
<th>Benefit Details</th>
</tr>
</thead>
</table>
| Annual Deductible Applicable | Single: Drugs - $25 per person  
Family: Drugs - $75 per family (limited to $25 per person) |
| Co-payment                   | 90%                                                                             |
| Schedule of Benefits         |                                                                                 |
| Psychologist                 | Up to $200.00 per person per calendar year                                     |
| Chiropractor                 | Up to $200.00 per person per calendar year                                     |
| Naturopath                   | Up to $200.00 per person per calendar year                                     |
| Podiatrist                   | Up to $200.00 per person per calendar year                                     |
| Chiropodist                  | Up to $200.00 per person per calendar year                                     |
| Physiotherapy                | Up to $200.00 per person per calendar year                                     |
| Osteopaths                   | Up to $200.00 per person per calendar year                                     |
| Massage Therapy              | Up to $200.00 per person per calendar year                                     |
| Speech Therapist             | Up to $200.00 per person per calendar year                                     |
| Nutritionist/Dietician       | Up to $400 per person per calendar year, combined maximum                      |
| Medical Equipment            | Covered-subject to insurance carrier approval                                   |
| Medical Prosthesis           | Covered-subject to insurance carrier approval                                   |
| Medical Supplies             | Covered-subject to insurance carrier approval                                   |
| Ambulance Services           | Covered-subject to insurance carrier approval                                   |
| Hearing Aids                 | $500 per person every five (5) consecutive calendar years                     |
| Orthotics                    | Covered if not part of a brace for two (2) pairs per calendar year to the greater of the actual cost of the specific adjustment or 50% of the total cost of the shoe. Subject to insurance carrier approval. |
### Orthopedic shoes custom made
Covered if not part of a brace for two (2) pairs per calendar year to the greater of the actual cost of the specific adjustment or 50% of the total cost of the shoe. Subject to insurance carrier approval.

### Private Duty Nursing
Covered, subject to insurance carrier approval and overall lifetime maximum.

### Eye Glasses
$200 per person every two (2) consecutive calendar years.

### Eye Exam
Limited to once every two (2) calendar years for persons age 19 to 65 inclusive.

### Survivor Benefit
Maximum of two (2) years from the date of death or until the spouse remarries, whichever occurs first.

### Benefit Maximum Age (Termination)
- Retirement
- Dependent Age: 21
- Student Age: 25
- Overall Lifetime Health Maximum (includes Drugs and Hospital): $100,000

## 2. DRUG BENEFIT

<table>
<thead>
<tr>
<th>Unit</th>
<th>All</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Plan Type</td>
<td>Prescription Drugs</td>
</tr>
<tr>
<td>b) Co-Payment</td>
<td>90% after deductible has been paid for</td>
</tr>
<tr>
<td>c) Annual Deductible</td>
<td>Subject to overall medical annual deductible</td>
</tr>
<tr>
<td>d) Per Individual Maximums</td>
<td>$2,000 per calendar year</td>
</tr>
<tr>
<td>e) Benefit Maximum Age</td>
<td>Retirement</td>
</tr>
<tr>
<td>f) Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>g) Student Age</td>
<td>25</td>
</tr>
<tr>
<td>h) Pay Direct Card</td>
<td>Included</td>
</tr>
</tbody>
</table>

## 3. HOSPITALIZATION BENEFIT

<table>
<thead>
<tr>
<th>Unit</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Private Accommodation</td>
<td>Covered</td>
</tr>
<tr>
<td>b) Hospitalization Coinsurance</td>
<td>90% after deductible has been paid for the year</td>
</tr>
<tr>
<td>d) Benefit Maximum Age</td>
<td>Retirement</td>
</tr>
<tr>
<td>e) Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>f) Student Age</td>
<td>25</td>
</tr>
</tbody>
</table>
4. **DENTAL BENEFIT**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Annual Dental Single Deductible</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>b) Annual Dental Family Deductible</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>c) Recall Frequency</td>
<td>Every 6 months</td>
<td></td>
</tr>
<tr>
<td>d) Fee Guide Year</td>
<td>Current Year Ontario Fee Guide</td>
<td></td>
</tr>
<tr>
<td>e) Fee Guide Based on province of employee residence</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>f) Level 1: Basic Restorative; Coinsurance percentage</td>
<td>90% of Part 1</td>
<td></td>
</tr>
<tr>
<td>g) Annual Maximum; Level 1</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>h) Survivor Benefit</td>
<td>Maximum of two (2) years from the date of death or until the spouse remarries, whichever occurs first.</td>
<td></td>
</tr>
<tr>
<td>i) Benefit Maximum Age</td>
<td>Retirement</td>
<td></td>
</tr>
<tr>
<td>j) Dependent Age</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>k) Student Age</td>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

Dated at Windsor, Ontario, this 13th day of August, 2008.

FOR THE UNION

[Signatures]

FOR EMPLOYER

[Signatures]