

COLLECTIVE AGREEMENT

BETWEEN

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

- AND -

ARAMARK CANADA LTD.
(working at Bethany Care facilities at 87 College Circle
and 99 College Circle in Red Deer, AB)

Renewal: May 14th, **2026**

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BETWEEN:

ARAMARK CANADA LTD. (Bethany care facilities at 87 College Circle and 99 College Circle in Red Deer, Alberta) herein referred to as the "Employer".

- AND -

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

Article 1 – Purpose of Agreement

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.

Article 2 – Scope and Recognition

- 2.01 This Agreement shall apply to all employees of Aramark Canada Ltd. working at the Bethany Care Facilities at 87 College Circle and 99 College Circle in Red Deer, Alberta when employed in general support services, save and except Office Staff, Clerical Staff, Executive Chef, Dieticians, 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 Executive Chef, who may perform work consistent with industry practice. As well, non-bargaining unit personnel may perform bargaining unit work in order to provide hands-on training or instruction, in the event of an emergency, and situations beyond the control of the Employer. For example, sudden unexpected increases in resident volume, catering events, or when specific client 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 Bethany Red Deer 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 Employer acknowledges the right of the Union to have two (2) bulletin boards at the facility for its exclusive use. The locations of the bulletin boards shall be determined by mutual agreement and shall be placed in conspicuous and appropriate locations.
- 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 by the Employer on commencement of employment. The printing of the Collective Agreement will be processed at a place determined by the Union.

Article 3 – Management Rights

- 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, 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.
- 4.02 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 Membership in the Union is mandatory for all employees covered under this Collective Agreement, and is also a condition of employment. The Employer will include Union-supplied Union Membership Application forms among the materials it presents to newly hired employees. The Employer will have each new employee complete and sign such forms. The Employer will remit to the Union completed Union Membership Application forms on behalf of each new employee ***within fourteen (14) days after employment.***
- 5.02 During the orientation or onboarding process offered to new employees and within two (2) weeks of any newly hired employee's first day of work, the Employer will provide to the Union thirty (30) minutes for a meeting between the newly hired employee and the Union Representative for a New Member Orientation presentation and to fill out all necessary membership information on time paid for by the Employer.
- 5.03 The Employer shall deduct the Union initiation fees, assessments, fines, penalties, levies, and Union dues from the pay of all employees as may be requested by the Union. Union dues shall be a regular deduction. They shall be deducted by the Employer from each employee's bi-weekly pay and remitted to the Union electronically.
- 5.04 (a) The Employer shall on the first business day of every month, provide to the Union a list of the names, addresses, telephone numbers, ***hours worked,*** and email addresses of any new employees in the bargaining unit, as well as any other changes with respect to the status within the bargaining unit including hires, terminations, promotions, and leaves of absence.

- (b) Commencing with the first week of employment, initiation fees shall be deducted.**
- (c) The Union will provide the required changes and the Employer will apply them.**

In the event of a shortfall in the collection and remittance of Union dues, the Union shall notify the Employer in writing within ninety (90) days of when the Union ought to have known of the shortfall. This notification shall include, where the Union has the information, the total amount of the shortfall and the employees that the shortfall relates to. The Employer shall thereafter make the required deduction from the affected employees and make the remittance to the Union office. If within sixty (60) days of being notified, the Employer has failed to comply with the Union's notification, the Employer shall not make the required deduction from the affected employees, but rather will be responsible for making the payment to the Union office itself. If the affected employees are no longer with the Employer, the Employer will be responsible for making the payment to the Union office itself.

- 5.05 The yearly dues paid by an employee shall be recorded on the T4 slip issued by the Employer.
- 5.06 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.
- 5.07 **The Employer shall be responsible for any errors or omissions in the deduction of Union dues. No employee**

shall be responsible to remit Union dues or assessments which were the error of the Employer.

The Employer will supply a report to the Union containing the following information on a mutually agreed data processing medium following the close of the four (4) week accounting period:

- ***Hours worked***
- ***Status PT or FT***
- ***Employee number***
- ***Current rate of pay***
- ***Name in full***
- ***Social Insurance Number***
- ***Date of birth***
- ***Mailing address***
- ***Email address***
- ***All known phone numbers***
- ***Termination date and reason for it***
- ***Notice of Leave of Absence and type***
- ***Joint Health and Safety Committee Member***
- ***Amount of current weekly dues***
- ***Amount of current initiation fees***
- ***Amount of Union dues assessment***
- ***Total dues for each employee for the current period***
- ***Total initiation fees for each employee for the current period***

5.08 The parties subscribe to the principles of the Personal Information Protection Act.

Article 6 – Union Stewards and Representatives

6.01 The Employer acknowledges the role of Union Shop Stewards.

6.02 The Union may elect or otherwise appoint four (4) Shop Stewards for the purpose of assisting employees *in representing employees and/or* in presenting grievances to the Employer as set forth in this agreement.

The Union may elect or otherwise appoint additional activists to perform other duties in the workplace such as orientations, training, investigations, and other duties as required by the Union.

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 their 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.

- 6.07 It is agreed that the Steward shall continue to perform their regular work in order to maintain efficiency of operations. However, in accordance with the understanding, should it be necessary to assist an employee in presenting a grievance during working hours, they will not leave **their** work without first obtaining permission from their Manager or their 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 their privilege under this paragraph, by absenting themselves from work in an unreasonable manner and for more time than **is** 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. Union Representatives agree not to conduct Union business in front of clients or residents.
- 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 up to five (5) employees. The Employer agrees to pay

employees for time spent negotiating Collective Agreements and bill the Union the wage and benefit cost. The negotiating committee 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.

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 Site Director an opportunity to adjust the complaint. The immediate Manager or in their absence, the Site Director 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 Site Director. 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 their designated representative shall give their 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 General Manager designated by the Employer within ten (10) working days of the Step #1 reply. The General Manager or their 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 **article**, 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.
- 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 (a) Seniority shall be defined as the length of an employee's continuous service at Bethany Care Society Red Deer.

(b) An employee's seniority date shall be their original start date of hire with Bethany Care Facilities at 87 College Circle and 99 College Circle in Red Deer, Alberta.

9.03 Seniority Lists

A seniority list, based on the date of which employees commenced work at Bethany Red Deer will be established showing seniority in all classifications and this list will be supplied to the Union upon request. The seniority list shall be posted on the **Employer** bulletin board for all to see.

The seniority list will show:

- (a) The employee's name;
- (b) The employee's department;
- (c) The employee's job classification;
- (d) The employee's seniority date.

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.

9.04 Qualifications and ability being sufficient, filling of vacancies, transfers, staff reductions, layoffs as per Article 11, recalls, and vacation selection shall be determined by seniority.

9.05 Loss of Seniority

An employee shall lose their seniority and their employment shall be deemed terminated if ***the employee:***

- (a) Quits or retires;
- (b) Is terminated for cause, and the termination is not reversed through the Grievance or Arbitration Procedure;
- (c) Is laid off for a period of ***two (2) years*** or more;
- (d) Fails to return to work without a legitimate reason within seven (7) days from the time notice of recall is delivered to ***the employee's*** last known address.

9.06 Laid off employees shall have recall rights for ***two (2) years*** and their seniority shall accrue during this period.

Article 10 – Probation

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 – Layoff and Recall

- 11.01 For all layoffs, 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 include 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.
- 11.03 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.
- 11.04 Recall of employee(s) on layoff shall be in the inverse order of layoff, by classification, provided the employee(s) being recalled has the qualifications, skill(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.

Article 12 – Promotions and Transfers

- 12.01 Seniority shall be the determining factor for the purpose of posted permanent promotions and transfers, providing the employees applying have the qualifications, skill(s), ability, and are competent to do the work available.
- 12.02 When a permanent vacancy occurs, such vacancy shall be posted for not less than seven (7) calendar days. Employee applications for permanent vacancies shall be made in writing to the Director of Support Services 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 permanent job vacancy 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 Employees shall be limited to three (3) successful postings in each year of the Collective Agreement.
- 12.06 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.

12.07 An employee temporarily working outside their regular classification shall accrue such seniority time in their regular classification. Temporary opportunities are voluntary but if required, the Employer can require the employees with the qualifications, skill(s), and are competent to do the work available to work in the temporary assignment by reverse seniority. If temporary work extends past thirty (30) days, a new position shall be deemed to exist and shall be posted and filled in accordance with the provisions in the Collective Agreement.

Article 13 – Hours of Work and Overtime

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 thirty-seven and one half (37.5) hours per week.

For the purpose of this **article**, a full-time employee shall be considered one who normally works thirty-seven and one half (37.5) 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) hours a week schedule (as a result of unpaid lunches).

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 Director of Support Services.

13.02 Normal Hours of Work

- (a) Except as provided in Article 13.03, employees covered by this Agreement shall not be scheduled for greater than:
 - (i) Forty (40) 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.
- (c) Split shifts can be worked upon mutual consent between the employee and the Employer.
- (d) Employees shall not work longer than their regular, scheduled work day, unless instructed 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 on shift 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 with the Employer's time clock.
- (b) Employees shall be paid for all authorized time worked.

13.05 Payroll Errors

The **Employer** is committed to the early resolution of payroll disputes. If an employee believes 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 it should be brought to the Union.

13.06 Overpayments

Any overpayment will be recovered by the Employer through payroll deduction beginning the first pay following knowledge of the error. The Employer and employee may agree to an alternative method of reimbursement of the sum owed.

13.07 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 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 13.09.
- (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.

13.08 Shift Scheduling

The Employer's weekly work schedule runs Thursday to Wednesday.

By Monday at Noon (12:00 p.m.) 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 or in cases when no work is available will receive four (4) hours pay.

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.

13.09 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.

13.10 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.

13.11 Meetings Outside of Working Hours

Employees at work that are requested by Management to attend information meetings or training exercises (***excluding fire drills***), outside of working hours, will be paid their regularly hourly rate for all ***time while attending these meetings***.

Employees that do not attend this type of meeting or training will not be disciplined.

Article 14 – General

14.01 Employees shall receive a fifty (50%) percent discount on all food and beverages that are available for retail purchase (excluding vending machines) during regular retail hours of operations.

14.02 Uniforms

All employees shall receive two (2) sets of Employer required shirts every calendar year.

14.03 Footwear Allowance

Employees shall receive fifty (\$50.00) dollars per calendar year to go toward the purchase of non-slip shoes. These shoes will be purchased online with the help of our Aramark's Managers and will be done so at Shoes for Crews. Employees may purchase their own non-slip shoes and may submit their receipt for reimbursement.

Article 15 – Meal and Rest Periods

15.01 Employees working a scheduled shift of four (4) hours but less than five (5) hours will be entitled to one (1) paid fifteen (15) minute rest break.

Employees working a scheduled shift of five (5) hours but less than seven (7) hours will be entitled to two (2) paid fifteen (15) minute or one (1) thirty (30) minute paid break(s).

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.

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 – General 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	Boxing Day
<i>National Truth and Reconciliation Day</i>	
Heritage Day (1 st Monday in August)	

And all other public holidays proclaimed by the Provincial Government.

Employees shall receive **two (2)** unpaid floater days per year. The floater day is to be requested in writing at least two (2) weeks in advance and approved in writing by Management.

To be eligible for General Holiday pay, the employee must:

- (i) Not have been absent without the Employer's consent on the last day scheduled before the holiday or the first scheduled day after the holiday.
- (ii) Not have refused to work on the General Holiday when requested/scheduled to do so.

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 ½ X) their regular straight time hourly rate for **all** hours they work on the holiday.
- 16.03 Should any paid holiday occur during an employee's vacation, said vacation shall be extended by the amount equal to the number of holidays occurring during the vacation and the employee shall receive their holiday pay.
- 16.04 Employees will have the option to substitute up to two (2) of the General Holidays listed in this Collective Agreement for holy days generally recognized by followers of the employee's sincerely held religious beliefs. It is understood that if an employee elects to substitute a **General Holiday** listed in this agreement as a paid day off at another time for their sincerely held religious beliefs, and works one of the General Holidays listed in this Collective Agreement, they will be paid straight time for all regular hours worked on that General Holiday listed in this agreement.

Article 17 – Annual Vacations

17.01 All employees with one (1) year or more of service shall be granted two (2) weeks of vacation with pay at a rate of four (4%) percent of gross earnings.

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

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

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

17.02 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.

The Employer must post a vacation calendar for the purposes of selecting vacation by May 1st to be completed by all employees no later than May 31st for the following vacation year as per Article 17.03. Vacation selection shall be granted by seniority. After May 31st, vacation selection shall be on a first come, first serve basis by mutual agreement.

No request will be unreasonably denied.

- 17.03 All vacation weeks must be used in the vacation year which covers July 1st to June 30th. Employees shall not be entitled to carry forward their vacation from one year to the next.
- 17.04 An employee who terminates **their** employment for whatever reason and has not received **their** vacation pay allowance as provided herein will receive at time of termination a percentage of **their** earnings as stipulated in **Article** 17.01 above.
- 17.05 Part-time employees shall be paid vacation pay on each pay.

Article 18 – Leave of Absence

18.01 Leaves of Absence (General)

At a minimum, employees shall have all the rights and entitlements provided under the current Alberta Employment Standards Act.

Unless otherwise stated in this Article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) shall be granted at the Employer's reasonable discretion.

Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances. It is also understood that the Employer may require reasonable proof of eligibility for any leaves covered under this article.

Unless otherwise stated in this Article, notice of return to work shall be no less than one (1) week from the date the employee

intends to return to work. Upon return to work, employees shall be either:

- (a) Returned to the position they held prior to taking the Leave; or
- (b) Provided alternative work of a comparable nature at not less than the earnings and other benefits the employee had accrued prior to taking the Leave.

18.02 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted **four (4)** 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 unreasonably be denied.

18.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a half-day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

18.04 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.

18.05 Critical Illness Leave

Employees shall be entitled to an unpaid Critical Illness Leave as follows:

- (a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of **eighteen** (18); and/or
- (b) up to sixteen (16) weeks' leave to provide care or support to an adult family member.

18.06 Death or Disappearance of a Child Leave

An employee shall be entitled to an unpaid leave as follows:

- (a) a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or
- (b) a period of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

18.07 Domestic Violence Leave

- (a) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.
- (b) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:
 - (i) is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or has resided together with the employee in an intimate relationship;
 - (ii) is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
 - (iii) is the biological or adoptive parent of one (**1**) or more children with the employee, regardless of their marital status or whether they have lived together at any time;
 - (iv) is related to the employee by blood, marriage, or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or
 - (v) resides with the employee and has care and custody over the employee pursuant to an order of a court.
- (c) The following acts and omissions constitute domestic violence for the purposes of this Article:

- (i) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
 - (ii) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
 - (iii) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
 - (iv) forced confinement;
 - (v) sexual contact of any kind that is coerced by force or threat of force;
 - (vi) stalking.
- (d) An employee may take domestic violence leave for one **(1)** or more of the following purposes:
- (i) to seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - (vi) any other purpose provided for in the Alberta Employment Standards Regulation.

18.08 Long-term Illness and Injury Leave

Upon exhaustion of the wage continuation benefit provided for in Appendix B, employees shall be entitled to an unpaid leave of absence due to illness, injury, or quarantine. Such leaves shall not exceed sixteen (16) weeks in a calendar year. Where circumstances reasonably permit, the employee shall give written notice to the Employer in advance of the leave. Employee's exercising their right to take this leave must provide the Employer with a medical certificate stating the estimated duration of the leave and the estimated date of the employee's return to work.

18.09 Maternity and Parental Leave

(a) Maternity Leave

Employees shall be entitled to an unpaid maternity leave of not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery.

A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Article.

An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Employer and provided a medical certificate that indicates that resumption of work will not endanger ***their*** health.

(b) Parental Leave

Employees shall be entitled to either:

- (i) Standard unpaid parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or
- (ii) Extended unpaid parental leave of not more than sixty-two (62) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one **(1)** of the employees or shared by the employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to more than one **(1)** employee at a time if so requested.

Notwithstanding the suspension or cessation of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave or because the employee is entitled to Maternity or Parental Leave.

18.10 Family Responsibility Leave

Employees shall be entitled to up to three (3) days of unpaid leave in a calendar year for the following purposes of meeting family responsibilities in relation to a family member.

18.11 Reservist Leave

Employees who have completed at least twenty-six (26) consecutive weeks of employment and who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

18.12 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, **they** 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.

18.13 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.

18.14 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.

18.15 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.

Article 19 – Discipline and Discharge

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 **to both the Union and the employee**, which shall not be less than twenty-four (24) hours.

In the event of disciplining a Shop Steward, a Union Labour Relations Officer shall be present for the discipline.

- 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 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.
- 19.07 The employee shall have reasonable access to ***their*** personnel file upon request with reasonable notice to ***their*** 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 ***their*** 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.

Employees have the right to a healthy and safe working environment.

Employees have the right to be informed of all workplace rights, obligations, policies, and rules.

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

20.03 Whistle Blower Protection

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.

Article 21 – Health and Welfare

- 21.01 The Employer shall offer a Health and Welfare Plan to all eligible employees effective May 15th, 2019. 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 successful completion of the probationary period, employees are eligible for a maximum of six (6) paid days of absence due to accident or illness in any one (1) 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 who work an average of twenty (20) hours per week are entitled to the Employer's health and wellness plan as outlined in Appendix B at the following cost share arrangement; Eighty (80%) percent Employer paid/twenty (20%) percent employee paid. Transition to the new plan shall occur within eight (8) weeks of May 15th, 2019.
- 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. ***The Employer will not require doctor's certificates from employees unless:***

- (a) ***The employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required in the future, or;***
- (b) ***The duration of the absence, or circumstances surrounding the absence, require justification.***

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.

The Employer recognizes the Union provides WCB assistance to its members and will assist the Union in providing forms to its employees.

21.07 RRSP

Employees who have passed probation shall be able to contribute to an **Employer** Group RRSP plan on a voluntary basis. An employee's basic contribution of two (2%) percent to the **Employer's** RRSP plan will be matched by the Employer.

The employee may make additional contributions to the plan. These additional contributions will not be matched by the Employer.

Employees make contributions through payroll deductions.

It is the employee's responsibility to ensure that their contribution combined with the Employer's matching contribution does not exceed the capped contribution limit established for the employee by the Canada Revenue Agency.

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.

Article 23 – Committees

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 Joint Labour-Management Committee

The **Employer** and the Union agree to establish a Joint Labour-Management Committee that, unless mutually agreed otherwise, shall meet at a minimum of once per quarter, 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.

Article 24 – Wage Rates and Classifications

- 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.

Article 25 – Duration and Previous Agreements

- 25.01 This agreement should be in force and from May 15th, **2022** to May 14th, **2026** 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.

Article 26 – Wage Schedule

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.

Article 28 – The Union’s Role in Society

28.01 Recognition in the Union’s Role in Society

The Employer recognizes the role of the Union in society. The Union advances workers rights in a variety of means but it also a social justice organization and is fully entitled to engage in a broad range of activities from advocacy to charity work, from protest and freedom of expression to joining with other organizations in furtherance of a better world. The Employer recognizes the Union’s rights to self regulate and to self define. The Union’s governance belongs to the Union.

Without restricting the generality of the forgoing, the Employer agrees with the Union’s efforts to advance and support charities, evolving initiatives, the promotion of health care for all, and all such movements and initiatives that contribute to the well-being of society.

28.02 Union Governance and Finances

The Union’s Governance and management of its finances are matters that fall entirely within the purview of the Union. The Employer agrees to not in any way interfere with the Union’s financial well-being, the flow and management of the Union’s finances, or the Union’s Governance and internal decision making.

Signed this _____ day of _____, **2023**.

For The Employer:

For The Union:

Employer Committee:

Union Committee:

Annie Archambeau
Martin Campeau
Jenna Ouellet
Van Phan

Mary Grace Acosta
Chesca Grace Baylon
Jodi Crozier
Jay Java
Abdi Guled
Ricardo de Menezes

This Agreement was ratified on **July 20th, 2022**.

Schedule “A” – Wages

- (i) Effective May 15th, **2022** and applicable to active employees only.
- (ii) Active employees include new hires, employees who have returned from layoff for at least one (**1**) shift, and employees on an Employer approved leave of absence including medical and WCB.
- (iii) On May 15th, **2022**, cumulative hours worked by an employee for the Employer at Bethany Red Deer shall determine the applicable rate in their classification.
- (iv) Employees whose wage rate prior to May 15th, **2022** 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 payment May 15th, **2022** in an amount equal to the negotiated percentage increase.
- (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) Upon ratification, employees shall all move onto the following wage scales for the term of the Collective Agreement. At ratification, employees would receive the wage rate to which they are entitled to pursuant to this **article**.

(viii) Premiums

All employees who work between the hours of 15:00 – 20:00 shall receive fifty (\$0.50) cents per hour.

All employees who work on weekends (Saturday and Sunday) shall receive one (\$1.00) dollar per hour.

Schedule "A" – Wage Grids

	CURRENT	Raise 3%	May 15 th , 2022	Raise 2%	May 15 th , 2023	Raise 2%	May 15 th , 2024	Raise 3%	May 15 th , 2025
<u>Cooks</u>									
New Hire	\$16.81	\$0.50	\$17.31	\$0.35	\$17.66	\$0.35	\$18.01	\$0.54	\$18.55
975 hours	\$17.34	\$0.52	\$17.86	\$0.36	\$18.22	\$0.36	\$18.58	\$0.56	\$19.14
2925 hours	\$17.86	\$0.54	\$18.40	\$0.37	\$18.76	\$0.38	\$19.14	\$0.57	\$19.71
4878 hours	\$18.39	\$0.55	\$18.94	\$0.38	\$19.32	\$0.39	\$19.71	\$0.59	\$20.30
6825 hours	\$18.91	\$0.57	\$19.48	\$0.39	\$19.87	\$0.40	\$20.26	\$0.61	\$20.87
			May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
<u>Housekeeper</u>	CURRENT								
New Hire	\$15.97	\$0.48	\$16.45	\$0.33	\$16.78	\$0.34	\$17.11	\$0.51	\$17.63
975 hours	\$16.18	\$0.49	\$16.67	\$0.33	\$17.00	\$0.34	\$17.34	\$0.52	\$17.86
2925 hours	\$16.39	\$0.49	\$16.88	\$0.34	\$17.22	\$0.34	\$17.56	\$0.53	\$18.09
4878 hours	\$16.60	\$0.50	\$17.10	\$0.34	\$17.44	\$0.35	\$17.79	\$0.53	\$18.32
6825 hours	\$17.00	\$0.51	\$17.51	\$0.35	\$17.86	\$0.36	\$18.22	\$0.55	\$18.76
			May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
<u>Laundry</u>	CURRENT								
New Hire	\$15.97	\$0.48	\$16.45	\$0.33	\$16.78	\$0.34	\$17.11	\$0.51	\$17.63
975 hours	\$16.18	\$0.49	\$16.67	\$0.33	\$17.00	\$0.34	\$17.34	\$0.52	\$17.86
2925 hours	\$16.39	\$0.49	\$16.88	\$0.34	\$17.22	\$0.34	\$17.56	\$0.53	\$18.09
4878 hours	\$16.60	\$0.50	\$17.10	\$0.34	\$17.44	\$0.35	\$17.79	\$0.53	\$18.32
6825 hours	\$17.00	\$0.51	\$17.51	\$0.35	\$17.86	\$0.36	\$18.22	\$0.55	\$18.76
			May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
<u>Server</u>	CURRENT								
New Hire	\$15.97	\$0.48	\$16.45	\$0.33	\$16.78	\$0.34	\$17.11	\$0.51	\$17.63
975 hours	\$16.18	\$0.49	\$16.67	\$0.33	\$17.00	\$0.34	\$17.34	\$0.52	\$17.86
2925 hours	\$16.39	\$0.49	\$16.88	\$0.34	\$17.22	\$0.34	\$17.56	\$0.53	\$18.09
4878 hours	\$16.60	\$0.50	\$17.10	\$0.34	\$17.44	\$0.35	\$17.79	\$0.53	\$18.32
6825 hours	\$17.00	\$0.51	\$17.51	\$0.35	\$17.86	\$0.36	\$18.22	\$0.55	\$18.76
			May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
<u>Dishwasher</u>	CURRENT								
New Hire	\$15.97	\$0.48	\$16.45	\$0.33	\$16.78	\$0.34	\$17.11	\$0.51	\$17.63
975 hours	\$16.18	\$0.49	\$16.67	\$0.33	\$17.00	\$0.34	\$17.34	\$0.52	\$17.86
2925 hours	\$16.39	\$0.49	\$16.88	\$0.34	\$17.22	\$0.34	\$17.56	\$0.53	\$18.09
4878 hours	\$16.60	\$0.50	\$17.10	\$0.34	\$17.44	\$0.35	\$17.79	\$0.53	\$18.32
6825 hours	\$17.00	\$0.51	\$17.51	\$0.35	\$17.86	\$0.36	\$18.22	\$0.55	\$18.76

<u>Grocery/Receiving</u>	CURRENT		May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
New Hire	\$15.97	\$0.48	\$16.45	\$0.33	\$16.78	\$0.34	\$17.11	\$0.51	\$17.63
975 hours	\$16.18	\$0.49	\$16.67	\$0.33	\$17.00	\$0.34	\$17.34	\$0.52	\$17.86
2925 hours	\$16.39	\$0.49	\$16.88	\$0.34	\$17.22	\$0.34	\$17.56	\$0.53	\$18.09
4878 hours	\$16.60	\$0.50	\$17.10	\$0.34	\$17.44	\$0.35	\$17.79	\$0.53	\$18.32
6825 hours	\$17.00	\$0.51	\$17.51	\$0.35	\$17.86	\$0.36	\$18.22	\$0.55	\$18.76
<u>Bistro/Food Prep</u>	CURRENT		May 15th, 2022		May 15th, 2023		May 15th, 2024		May 15th, 2025
New Hire	\$16.47	\$0.49	\$16.96	\$0.34	\$17.30	\$0.35	\$17.65	\$0.53	\$18.18
975 hours	\$16.68	\$0.50	\$17.18	\$0.34	\$17.52	\$0.35	\$17.87	\$0.54	\$18.41
2925 hours	\$16.89	\$0.51	\$17.40	\$0.35	\$17.74	\$0.35	\$18.10	\$0.54	\$18.64
4878 hours	\$17.10	\$0.51	\$17.61	\$0.35	\$17.97	\$0.36	\$18.32	\$0.55	\$18.87
6825 hours	\$17.50	\$0.53	\$18.03	\$0.36	\$18.39	\$0.37	\$18.75	\$0.56	\$19.32

Schedule “B” – Benefit Plan

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	\$25,000.00
AD&D	Up to \$25,000.00
Life Insurance Termination Age	Retirement
AD&D Termination Age	70 years old
Life Insurance 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
Sick Leave	
Sick Days	5 Days after 1 year of service
Waiting Period for Wage Continuation	5 Days Unpaid; these 5 days can be 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 Continuation	14 weeks after the 5 day waiting period is 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 \$1,000.00 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
Osteopath	Up to \$200.00 per person per calendar year
Podiatrist	Up to \$200.00 per person per calendar year
Physiotherapy	Up to \$200.00 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	\$300.00 Lifetime maximum
Fertility drugs	\$15,000.00 Lifetime maximum
Orthotics/Orthopedic shoes	\$300.00 per calendar year combined with orthopaedic shoes
Dental Services due to accident	Covered, subject to insurance carrier 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 (includes Drugs, Hospital, and Vision)	Lifetime maximum - \$25,000.00
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 \$3,000.00 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	\$250.00 per person every 24 consecutive months
Contact Lenses	Yes, included in the \$250.00 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 Coverage	N/A
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 Reimbursement	90%; subject to reasonable and customary charges
Annual Maximum - Level 1	\$1,500.00 per person per calendar year
Level 2 - Periodontics/Endodontics Reimbursement	N/A
Annual Maximum - Level 2	N/A
Level 3 - Major Services Reimbursement	N/A
Annual Maximum - Level 3	N/A
Cleaning and Preventive Scaling	1 unit of scaling and 1 unit of polishing

Cleaning and Preventive Scaling - Frequency	Every 6 months
Adjunctive Periodontal Services (combined) - Scaling not covered under Preventive Services and Root Planning	N/A
Occlusal Adjustments/Equilibration	8 units (15 mins per unit) per calendar year
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. (Bethany Care Facilities)

AND:

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

Letter of Understanding #1 – Benefit Plan Exploration

Employer agrees to explore moving the Aramark Benefit Plan to a Union's benefit plan – Status Quo on the existing plan for now.

Signed this _____ day of _____, **2023.**

For The Employer:

For The Union:

Employer Committee:

Union Committee:

Annie Archambeau
Martin Campeau
Jenna Ouellet
Van Phan

Mary Grace Acosta
Chesca Grace Baylon
Jodi Crozier
Jay Java
Abdi Guled
Ricardo de Menezes

This Agreement was ratified on **July 20th, 2022.**