

KINGSTON AREA OFFICE

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April 22, 2024

Sent via email branscombe-lisa@aramark.ca

Lisa Branscombe
Human Resources Manager
Aramark Canada
Queen's University, Victoria Hall
75 Bader Lane
Kingston, Ontario K7L 3N8

Dear Lisa,

Re: CUPE Local 229-1 and Aramark Canada – Notice to Bargain

As per Article 29.1 of the Collective Agreement between Aramark Canada and the Canadian Union of Public Employees and its Local 229-1, the Union wishes to serve you notice of its intention to bargain revisions to the Collective Agreement.

The Union has elected the following members to its bargaining committee:

- James Adams-Moore
- Amy Wilson
- Cynthia Plante
- Christina Campbell
- Tara Nelson
- Kendra Sweet
- Sue McCleverty
- Shahabas Jamal

Union President Steve Senechal and I will also be present at negotiations. The Union maintains the right to have additional observers and alternates.

Please tell us who will represent the Employer at your earliest convenience. Further, please contact me to schedule bargaining meetings for late Summer and Fall of 2024.

We also wish to bring to your attention a couple of areas in which we believe the Employer has been operating in violation of the Collective Agreement and hereby serve you notice that, should the Collective Agreement be renewed with no revisions to the articles mentioned below, the Union will view continuation of the current practices as violations of the Collective Agreement and pursue grievances to enforce its terms. The two areas of violation are:

MARK HANCOCK

National President/Président national

CANDACE RENNICK

National Secretary-Treasurer/Secrétaire-trésorière nationale

PATRICK GLOUTNEY, FRED HAHN, JUDY HENLEY, SHERRY HILLIER, KAREN RANALLETTA

General Vice-Presidents/Vice-présidences générales

1. Notices of New Hires as per Article 2.8 – The Employer has not been informing the Union of the “full name, position, and employment status (e.g., full-time, part-time, temporary), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.”
2. Sous Chefs performing bargaining unit work as per Article 5.1 and LOU #4 – It is our understanding that Sous Chefs are regularly and routinely performing bargaining unit work, which LOU #4 expressly prohibits. Further, Article 5.1 states that work during all operating hours and events at the Company are to be provided by bargaining unit employees except “to provide relief during breaks, training purposes and in cases of unavoidable staffing shortage or circumstances beyond the Company’s control.”

This letter serves as notice to limit any estoppel or waiver that may have been established in the above-mentioned two areas during the term of the Collective Agreement, whether known or unknown to either Party.

Further, in order for the Union to adequately prepare for upcoming bargaining for the renewal collective agreement, please provide the Union with the following information:

1. Any initiatives currently undertaken or to be undertaken which will negatively impact the bargaining unit, including but not limited to any restructuring or technological change that could impact bargaining unit work;
2. A list of the names and work locations of all Sous Chefs employed by Aramark at Queen’s University, their work locations, and the Sous Chef job description(s);
3. The total number of filled Full-Time and Part-Time bargaining unit positions as of March 29, 2024;
4. The total number of vacant Full-Time and Part-Time bargaining unit positions as of March 29, 2024;
5. The total number of hours worked by CUPE 229-1 members (broken down by full-time and part-time employee groups) in each year of the Collective Agreement, i.e. May 1, 2021-April 30, 2022, May 1, 2022-April 30, 2023, and May 1, 2023-April 30, 2024.
6. The number of employees hired under wage subsidy programs for newcomers to Canada, and details of the subsidy program(s);
7. A copy of the Aramark Canada contract with Queen’s University, including financial information, and any and all information about its expiry and/or renewal;
8. Aramark Canada’s income statement and balance sheet for the three years of the current Collective Agreement;
9. All available employment equity data collected by the Employer for this bargaining unit;

10. The number of employees who have set up a Retirement Savings Plan as per Article 6.3 of the Collective Agreement at RBC and Manulife, broken down by the percentage contribution being matched by Aramark (e.g. 50 employees at 5%, 50 at 4%, etc);
11. The details of the Aramark pension plan for non-union employees at Queen's Hospitality Services, including, but not limited to, the percentage contributions by employee and employer, the benefit formula, and retirement age; and
12. A copy of the full health benefits master plan.

We would appreciate receiving the disclosure requested above by the end of June 2024, so that we have time to review it and consider what else we may request before we begin bargaining. The specific disclosure requests above are not intended to relieve the Employer of its positive duty and obligation to make unsolicited disclosure with respect to information that may arise throughout the collective bargaining process and which is necessary to foster informed discussion between the parties in the shared goal of reaching a renewal of the collective agreement.

We appreciate your attention to this request and reserve the right to make further requests.

Sincerely,



Marc Xuereb
National Representative

c.c. James Adams-Moore, V.P. Aramark Canada , Local 229-1 jimmyonescoop@gmail.com
Steve Senechal, President Local 229, president@cupe229.com
Karan Mehindiratta, Resident District Manager, Aramark Canada mehindiratta-karan@aramark.ca

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