

COLLECTIVE AGREEMENT

BETWEEN

SODEXO CANADA LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229

Covering

FOOD SERVICE WORKERS
(Part-Time)

At

QUEEN'S UNIVERSITY
KINGSTON, ONTARIO, CANADA

May 1, 2015 – April 30, 2018

INDEX

PREAMBLE	1
ARTICLE 1 - DEFINITION.....	1
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT	3
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 - RETIREMENT AGE.....	5
ARTICLE 6 - GRIEVANCES	5
ARTICLE 7 - ARBITRATION	6
ARTICLE 8 - STRIKES AND LOCK-OUTS.....	7
ARTICLE 9 - HOURS OF WORK AND SCHEDULES.....	7
ARTICLE 10 - SENIORITY	9
ARTICLE 11 - PROMOTIONS AND STAFF CHANGES.....	11
ARTICLE 12 - LAY-OFF AND RECALL	12
ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES	13
ARTICLE 14 - PREMIUM PAY.....	15
ARTICLE 15 - STATUTORY HOLIDAYS	15
ARTICLE 16 - VACATIONS	16
ARTICLE 17 - BEREAVEMENT PAY.....	16
ARTICLE 18 - BULLETIN BOARDS.....	17
ARTICLE 19 - UNION MANAGEMENT COMMITTEE.....	17
ARTICLE 20 - LEAVES OF ABSENCE.....	17
ARTICLE 21 - ABSENCE FOR UNION DUTIES	18
ARTICLE 22 - GENERAL PROVISIONS	19
ARTICLE 23 - HEALTH AND SAFETY.....	19
ARTICLE 24 - DURATION AND TERMINATION.....	21
SCHEDULE "A" - WAGES AND CLASSIFICATIONS.....	22
LETTER OF AGREEMENT - MODIFIED WORK PROGRAM.....	23
LETTER OF AGREEMENT – SUMMER BREAK AVAILABILITY RULES FOR SCHEDULING	25

COLLECTIVE AGREEMENT

BETWEEN:

SODEXO CANADA LIMITED

herein acting with respect to its operation at Queen's University, Kingston, Ontario
(hereinafter referred to as the "Company")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229

(hereinafter referred to as the "Union")

PREAMBLE

It is the purpose of both parties of this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
- (c) To encourage efficiency in operations;
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 1 - DEFINITION

- 1.1 The term "employee" whenever used in this Agreement means any employees of the Company employed at Queen's University in the City of Kingston regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Assistant Managers, Chefs, Cooks, Bakers, Cafeteria Supervisors, Student Managers, Assistant Student Managers, and persons above such rank, clerical, office staff or any person who exercises managerial functions or who is employed in a confidential capacity in matters relating to labour relations, and employees employed by the Company at the Donald Gordon Conference Centre.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Canadian Union of Public Employees and Its Local 229, hereinafter referred to as the Union as the exclusive bargaining agent of the employees defined herein, in respect of wages, hours of work and other working conditions.
- 2.2 No person shall hold meetings, collect Union funds, solicit membership, or conduct any other such Union activities during working hours on the property of the University, except such activity as is specifically permitted by this Agreement.
- 2.3 (a) The Company shall deduct from each pay of each employee such dues and assessments as may be assessed from time to time by the Union and communicated to the Employer in writing. Such dues shall be remitted to the Secretary-Treasurer of the Union by the thirtieth (30th) day of the month following the deduction, together with a list of the names and addresses, wages, wage rates, classifications, hours worked, and phone numbers of employees on whose behalf union dues have been deducted.
- (b) These dues shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the dues deducted from the pay of non-members of the Union shall be treated as their payment towards the expense of maintaining the bargaining unit.
- (c) The Union shall indemnify and save the Company harmless from any claims and from any form of liability as a result of such deductions in accordance with the foregoing authorization, and the Union will refund direct to all employees from which wrongful deductions were made.
- 2.4 **No Other Agreements**
- No employee shall be required or permitted to make a written or verbal agreement with the Employer, or his/her representatives, which may conflict with the terms of this Collective Agreement.
- 2.5 The Company will provide a thirty (30) minute period within each new employee's probationary period in order to meet with a representative of the Union.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.1 The Employer and the Union agree that they will not discriminate against any employee, or intimidate, threaten, coerce or restrain any employee because of membership or non-membership, past or present in the Union.

The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the Company. Therefore, the parties do not condone behaviour that is contrary to the *Human Rights Code*, the *Harassment and Discrimination Policy*, or the *Occupational Health and Safety Act*.

In cases of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where the harassment may result in the transfer of an employee, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.

3.2 Sexual Harassment

The Company recognizes that no employee shall be subject to sexual harassment. In this spirit, it agrees to notify all members of its commitment to this principle. Reference to sexual harassment shall be as defined in the Human Rights Code.

- 3.3 Where it is appropriate and necessary to transfer an employee in cases where sexual harassment has been determined to have occurred, it shall be the harasser who is transferred, and the victim shall not be transferred against his/her will. Nothing in this Article is intended to limit the Employer's ability to respond to harassment by imposing other remedies or penalties.
- 3.4 Harassment in the Workplace is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome. It includes objectionable acts, comments or displays that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- 3.5 Harassment is not properly discharged supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Sodexo employees.
- 3.6 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.

- 3.7 The parties agree that allegations of discrimination and harassment should be dealt with in a timely manner. Therefore, allegations of discrimination and harassment will be investigated on a timely basis.
- 3.8 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 3.9 Domestic Violence – If the Company becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Company shall take every precaution reasonable in the circumstances for the protection of the worker. (OH&SA S32.0).

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the right of the Company to manage the business in which it is engaged, to maintain order and efficiency, to hire, promote, demote, suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employees affected to lodge a grievance in the manner hereinafter provided, and to increase and decrease working forces subject to Article 10 - Seniority of the Agreement.
- 4.2 The Company has the right to make and alter reasonable rules and regulations to be observed by employees provided that these rules and regulations shall not be inconsistent with the provisions of this Agreement, and are made known to both the Union and the employees in writing with as much notice as possible before they are introduced.
- 4.3 In the interest of efficient operation, the Union agrees that the Company may at any time, subject to adequate notice or as much notice as possible to the Union, change hours of work, determine or change work assignments or methods, or transfer employees. Transfers on a “temporary basis” shall mean for a period not normally to exceed six (6) weeks, but may in the case of a Leave of Absence permitted under this Agreement, be for a period not to exceed six (6) months. The employees to be transferred shall be determined in accordance with Article 11. If there is a claim of discriminatory action against the Company in this regard, the aggrieved employee may, if he/she so desires, make it the subject of a grievance in the manner hereinafter provided.
- 4.4 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except as required to provide relief during breaks, training purposes and in cases of unavoidable staffing shortage or circumstances beyond the Company’s control. It is specifically recognized that all events and operating hours of the Company, including new units that may be established, will be scheduled and staffed only by bargaining unit personnel except as required to provide relief during breaks, training purposes and in cases of unavoidable staffing shortage or circumstances beyond the Company’s control. It is also further and specifically recognized that supervisors and other non-bargaining unit personnel will not perform bargaining unit work while employees are on lay-off and awaiting an opportunity of recall.

ARTICLE 5 - RETIREMENT AGE

- 5.1 Employees may retire on the last day of the month in which their 65th birthday falls.
- 5.2 Notwithstanding the provisions of Clause 5.1 above, employees may choose to retire at a later age. Where an employee does retire the Company may retain in its employ, such retired employees, on a part-time basis.
- 5.3 As soon as an employee makes the Employer aware of an employee's proposed retirement date, the Employer will notify the Union, in writing to the President and Recording Secretary, of the name and proposed retirement date.

ARTICLE 6 - GRIEVANCES

- 6.1 The Union shall elect or otherwise appoint a Grievance Committee which shall be recognized by the Company for purposes of grievance adjustment. The Union shall advise the Company of the names of the Committee as well as such changes in its personnel as may occur from time to time. The Company will advise the Union of the names of all managers as well as such changes in managers as may occur from time to time.
- 6.2 If there occur grievances, complaints, disputes and differences arising between the Company and the employees as to the interpretation, application or non-application of the provisions of this Agreement, an earnest effort shall be made to settle such differences in the following manner:
 - (a) By the aggrieved employee accompanied by his/her steward, who shall meet with the Unit Manager. If the alleged grievance is not settled within forty-eight (48) hours, it may be carried to step (b).
 - (b) The Grievance Committee and the General Manager shall meet within seventy-two (72) hours after the grievance has been carried to step (b), and the General Manager shall give his/her written decision within this seventy-two (72) hour period. The grievor and the steward may also attend this meeting. Replies to the grievances will be sent to the Union with a copy to the grievor. The Employer agrees to supply a list of supervisors to the Union.
 - (c) When requesting the meeting to be held in step (b) above, the Union shall ensure that the grievance is properly stated in writing and signed by the employee. Such grievance shall state the Article of the Agreement which is alleged to have been breached.
- 6.3 The time limits specified in 6.2 above may be extended by mutual consent.
- 6.4 The parties agree that employees should not harbour grievances; they should bring them to the attention of the Company without delay. Accordingly, it is agreed that no grievance shall be considered if the alleged circumstances of which arose more than two (2) weeks previous to its registration.

- 6.5 Any difference arising directly between the Union and the Employer involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under this Article because of the inability or refusal of an employee to submit a grievance, or where the grievance affects a group of employees, or a department, or the Company as a whole, may be submitted by the Union in writing at the step as stated in Article 6.2 (b) of the Agreement.

Failing satisfactory solution within the time limit as stated in Article 6.2 (b), such grievances may be referred to Arbitration.

6.6 **Representative of the Canadian Union of Public Employees**

The Union shall have the right, at any time, to be assisted by a Representative of the Canadian Union of Public Employees and/or the President or Vice-President of the Local as designated by the Local.

All time spent to complete grievance meetings with the Employer shall be considered time worked. Such time shall include thirty (30) minutes before the beginning of the meeting with the Employer.

The Company will schedule grievance meetings during the regular work hours of both the aggrieved employee and the steward unless it is not possible to do so.

- 6.7 Whenever the Employer asks any employee to attend a meeting regarding the application of discipline, or the investigation of a potentially disciplinary matter, as long as the employee is the subject of the investigation, the Employer shall ensure that Union representation will be arranged unless the employee elects to forego said representation.

With as much notice as possible and before the meeting happens, the Company will advise the Union of the nature and content of the meeting.

The Company will schedule such meetings during the regular work hours of both the employee and the Union Representative unless it is not possible to do so.

ARTICLE 7 - ARBITRATION

- 7.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions 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, and within two (2) months of the completion of step (b) of the grievance procedure referred to in Article 6.2 (b), notify the other party in writing of its desire to submit the difference or allegation to arbitration.

Timelines to refer grievances to arbitration may be extended by mutual agreement.

ARTICLE 7 – ARBITRATION (cont'd)

7.1 Continued

The parties agree to select a sole arbitrator by mutual agreement, failing which either party may request that an appointment be made by the Minister of Labour for Ontario.

Notwithstanding the foregoing, either party may make application for an expedited hearing pursuant to the provisions of the Ontario Labour Relations Act, 1995.

The Arbitrator shall hear and determine the difference of allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. Each party shall pay its own costs, and the fees and expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 8 - STRIKES AND LOCK-OUTS

8.1 There shall be no strikes nor lock-outs so long as this Collective Agreement continues to operate. "Strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

8.2 Should a strike occur during the term of this Agreement, the Union shall advise its members to abide by the Agreement.

ARTICLE 9 - HOURS OF WORK AND SCHEDULES

9.1 The hours of work and the number of days per week shall be as scheduled by the Employer but will not normally exceed twenty-four (24) hours per week. This is not to be construed as a guarantee of either a minimum or maximum number of hours per scheduled pay period, or number of days per scheduled pay period.

9.2 Employees who are assigned by the Employer to fill in for full-time positions shall receive the full-time rate for such work. Filling in shall be defined as working any hours or shifts that had been previously scheduled, or should have been scheduled but for the granting of any leave under the full-time Agreement, and where subsequently a part-time member is scheduled or assigned on the basis of seniority, subject to being able to perform the normal duties of the job (any employee who is in a part-time position at the date of ratification will not require qualifications, e.g., Red Seal, Gold Seal). Employees assigned full-time hours in excess of three (3) consecutive months will become members of the full-time bargaining unit.

For the purposes of this Article, the term "full-time rate" means either the start or yearly rates set out in Schedule "A" of the full-time Collective Agreement. The applicable rate will be the start rate for employees who have worked less than sixty (60) shifts in the full-time bargaining unit and the yearly rate for those who have worked sixty (60) or more. The yearly rate applicable for the part time employee will correlate to the number of years they have worked for the Employer pursuant to Article 10.8 (b). The Employer will maintain accurate records for the smooth administration of this Article.

9.3 All authorized hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours in a week, shall be paid at the rate of one and one-half (1½) times the regular hourly rate. In computing hours of work for purposes of overtime, bereavement and paid statutory holidays shall be considered as time worked.

9.4 No shift of less than three (3) hours will be scheduled.

9.5 All employees shall be entitled to:

- one 15 minutes paid break up to (3) hours shift;
- two 15 minutes paid break for up to (5) hours shift;
- one 15 minutes paid break and 30 minutes unpaid lunch for up to (6) hours shift (inclusive of lunch);
- two 15 minutes paid break and 30 minutes unpaid lunch for up to (8) hours shift (inclusive of lunch);
- one 15 minutes paid break after every (3) hours of overtime.

9.6 Schedules shall be posted to provide employees with as much advance notice as possible and in no case will such notice be less than at least one (1) calendar week in advance of the scheduled work week. Schedules will be posted in each unit by Friday at noon for the work commencing the following Friday and a copy will be given to the Union VP of Sodexo.

These schedules will not be changed without seventy-two (72) hours' notice unless there are circumstances beyond the control of the Employer. Any changes in scheduling will be communicated immediately to the employees affected. An employee will not be scheduled without mutual consent in such circumstances.

9.7 Shifts shall be distributed within the bargaining unit as equally as possible. Employees who wish to maximize the amount of scheduled hours may advise the Employer and these employees will be scheduled to their maximum hours whenever circumstances and operational requirements of the Company permit, including the need to maintain a sufficient number of employees in the workforce.

Seniority will be given priority in special function and short notice staffing requirements. Wherever possible, the Employer will give notice of at least forty-eight (48) hours for special function and short notice staffing requirements. An employee will not be scheduled without their consent in such circumstances.

Employees interested in the foregoing will provide written confirmation of their availability to the Company each September and January, and ten (10) days in advance during summer layoff and the Company shall maintain a log for the purpose of scheduling and to confirm the scheduling or call in order. Employees will be scheduled and called in by seniority as per their availability.

- 9.8 An employee who will be absent from work shall have the responsibility to notify the Employer as soon as is possible, prior to the commencement of the shift. Where the absence will include additional subsequent shifts the employee shall advise the Employer of same in which case it will not be necessary to call in each day of the absence.

ARTICLE 10 - SENIORITY

- 10.1 For the purposes of this Article, service shall mean the service as an employee as defined in Article 1 - Definition.
- 10.2 Seniority is based on an employee's total number of hours worked in the bargaining unit as of the last date of hire.
- 10.3 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee who accepts a position outside the bargaining unit or who ceases to be an employee as defined in Article 1, but who remains in the employ of the Company at Queen's University, shall retain credit for his/her accumulated seniority, and shall be entitled to such seniority if he/she subsequently resumes a status as an employee under this Agreement within a six (6) month period.
- 10.4 If there is a break or breaks in an employee's service, his/her seniority shall be based on his/her length of unbroken service which shall have accumulated since his/her last rehiring by the Company.
- 10.5 A break in an employee's service with the Company shall be deemed to have occurred:
- (a) If he/she leaves the employ of the Company;
 - (b) If he/she is discharged for just cause and not reinstated through the grievance procedure, including an instance where an employee is absent from work without notice to the Company for three (3) consecutive working days and subsequently fails to provide the Company with a reasonable explanation for his/her absence and failure to give notice;
 - (c) If he/she is laid off because of lack of work and is not recalled within one (1) year.
- 10.6 (a) A new employee shall be on probation until he/she has completed thirty (30) days of work for the Company. Thereafter, his/her length of service shall be calculated from his/her date of hiring.

Employees, at the discretion of management, may be removed from probationary status earlier than thirty (30) working days.

No employee will be required to serve more than one (1) probationary period.

- 10.6 (b) An employee who is rehired within a one (1) year period shall not be regarded as a probationary employee, provided the employee has completed their initial probationary period, unless returning to a different classification in which case they will have a trial period as described in Article 11.2 (e). Length of service shall be calculated from date of rehiring.
- (c) A probationary employee shall have all rights under the terms of this Agreement, except where such employee is discharged by the Company during this period; it shall not be open to review under the grievance procedure set out in this Agreement and/or arbitration.
- (d) The Company will post seniority lists in all work locations by the 1st of January, April, and October. These seniority lists will include names, positions, and service and seniority of all employees.
- (e) When two (2) or more members of the bargaining unit have the same seniority date, the Employer will forward the names and addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the employees by lot at a regular or special meeting of the Union. The employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the Employer of the outcome and the Employer shall be entitled to reply upon the results as provided.
- 10.7 The Employer will provide the Union with an up-to-date seniority list of the employees in the bargaining unit twice each year (approximately October 1st and April 1st). Such list shall include an alphabetical listing with home addresses and telephone numbers, a bargaining unit wide listing by seniority and a listing for each unit by seniority.
- 10.8 For application of seniority for purposes of promotion, demotion, transfer, lay-off and recall, and service for purposes of vacation entitlement:
- (a) An employee whose status is changed from full-time to part-time shall receive full credit for his/her seniority and service.
- (b) An employee whose status is changed from part-time to full-time shall receive full credits for his/her seniority and service. It is understood that fifteen hundred (1500) hours worked as a part-time employee is equivalent to one (1) year of full-time service. Notwithstanding the foregoing, the seniority date shall under no circumstances predate the original date of hire.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- 11.1 If a vacancy posted under the full-time Agreement is not filled by a full-time employee the position will be posted in accordance with Article 11.2 and 11.3 below.
- 11.2 In promotions and transfers for positions in the full-time unit, the successful candidate will be the most senior applicant who meets the qualifications and who is in a part-time position at the date of ratification will not require formal qualifications, e.g., Red Seal, Gold Seal).
- 11.3 When there is greater than 50% of shifts in a line on the schedule for a week that cannot be filled by the incumbent for a period longer than one month, the job shall be considered vacant and posted. The incumbent would then be placed on the call in list. All new jobs and only the first vacancy shall be required to be posted. Subsequent vacancies will be filled by allowing part time employees who are not working up to 24 hours to be assigned the work in order of seniority. All postings that commence in September shall be posted no later than the date of orientation in August. Notice shall be posted for ten (10) full calendar days, in all existing units. Any employee may apply for the posted job, subject to the following conditions:
- (a) Each posting shall contain a brief description of the duties of the job, the qualifications required, the classification, shift, hours' of work and wage rate;
 - (b) Each application must be submitted in writing during the ten (10) day posting period;
 - (c) Subject to the foregoing, vacancies shall be filled by the senior applicant who meets the qualifications and can demonstrate the ability to perform the normal duties of the job (any employee who is in a part-time position at the date of ratification will not require formal qualifications, e.g., Red Seal, Gold Seal);
 - (d) In the event that no employee bids for a posted job during the ten (10) day posting period, or should no applicant meet the posted requirements for the job, the Employer may fill the position from sources outside the bargaining unit;
 - (e) Successful applicants under this section shall have a trial period of thirty (30) days of work to familiarize themselves with the new job, during which time they shall have the option of returning to their former position within the bargaining unit.

The Company shall have the right to return the employee if it is determined that they are unable to perform the normal duties of their new position following the trial period, or at an earlier date where it is clear that the employee will not be able to perform the normal duties even with the additional time remaining and available in the trial period.

- 11.4 In promotions and transfers for positions in the part-time unit, the successful candidate will be the most senior applicant who can perform the normal duties of the job (any employee who is in a part-time position at the date of ratification will not require formal qualifications, e. g., Red Seal, Gold Seal).

- 11.5 Subject to the foregoing, vacancies shall be filled by the senior applicant able to perform the normal duties of the job. The Company will train the successful applicant as may be required (any employee who is in a part-time position at the date of ratification will not require formal qualifications, e.g., Red Seal, Gold Seal).

ARTICLE 12 - LAY-OFF AND RECALL

- 12.1 In the event of a permanent lay-off, the following provisions shall apply:

- (a) The Employer will lay-off the most junior employee(s) in the classification in the unit to be affected by the lay-off.
- (b) The Employer will give the Union and the employee(s) affected ten (10) days advance notice of such permanent lay-off. The employee(s) affected by the permanent lay-off will be entitled to exercise his/her seniority in accordance with this Article. At the same time, the Union will be provided with an updated seniority list.

In circumstances where a laid off employee is given an opportunity of recall to do available work which is not expected to extend beyond ten (10) working days, notice of lay-off will not be provided. The Employer will make every effort to give the affected employees as much notice as possible.

- (c) Notices to individual employees will include the identity of junior positions in all classifications with a copy of the job description and the hours of work.
- (d) Each employee receiving a notice of lay-off will have five (5) working days from the ten (10) days in sub-section (b) above to identify a position into which they wish to bump. Each position shall be within the same classification in the bargaining unit.
- (e) Where a junior employee within the same classification cannot be located, the employee will then be entitled to bump into a position held by a more junior employee in any other job classification provided that the senior employee affected by the lay-off has the ability to do the job. Employees will be entitled to a thirty (30) day trial period if there is any question or dispute regarding the ability to do the available work. This subsection does not permit an unqualified employee to bump into a position requiring formal qualifications, e.g. Cook's Helper and Baker's Helper.
- (f) Once a job has been identified, the employee affected by the lay-off will be given five (5) working days from the ten (10) days in sub-section (b) above to decide whether to accept the position or to accept the lay-off.
- (g) Any employee affected by the displacement by a senior employee, as above, will be offered these same rights commencing with sub-section (b) above.

- 12.2 No new employee will be hired to perform the duties of a laid off employee providing the employee on lay-off is willing and able to perform the available work.

12.3 Recall to work shall be made commencing with the most senior employee on lay-off and continuing from the top to the bottom of the seniority list.

12.4 (a) In the case of a reduction of staff due to operational shut down (including Christmas, Reading Week, Thanksgiving, summer lay-off period, preference of recall will be given to the employee(s) with the greatest seniority respectively.

The General Manager will confer with the Union President or designates(s) at least fourteen (14) days prior to any lay-off to discuss the lay-off in relation to the work available and related scheduling as well as the seniority of employees and other relevant information.

Employees must inform management when they are unable to accept work during these times.

(b) (i) In the event a lay-off is necessary, employees shall be polled in order of seniority to determine those employees who are willing to accept the lay-off for a specific period of time.

(ii) Should an insufficient number of employees agree to be laid off according to (i) above, then any further lay-off shall be made commencing with the junior employee being laid off and continuing from the bottom to the top of the seniority list.

ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES

13.1 The regular hourly rates paid to employees during the life of this Agreement will be in accordance with Schedule "A".

13.2 The pay period shall be each fourteen (14) days running from the beginning of the business day Saturday to the end of the business day Friday. This may be subject to change as required by the Company payroll system.

13.3 The Employer agrees to provide paycheques that will be dated every second Friday. Such paycheques shall itemize in detail hours of work paid, meal allowances, shift premiums and overtime. Cheques will be available for pickup at individual worksites on Thursdays for those employees who have signed their time cards. Employees who have not signed their time cards can pick their cheque up at the Main Food Service Offices. Cheques that are not picked up within seven (7) calendar days will be mailed.

13.4 In the event that an employee's pay has a shortage of three (3) hours pay or more, the Company shall rectify the shortage within three (3) working days from the time of notification. This will be applicable when such shortage has been created by a Company error or negligence.

13.5 **Processing of E.I. Form**

The Employer will make every effort to hasten the processing of Records of Employment consistent with E.I. guidelines and to enlist the assistance of the E.I. to expedite the processing.

13.6 **Reporting Pay**

An employee reporting for work by instruction of the Company and at the commencement of his/her scheduled work day but for whom no work is available, will be offered at least three (3) hours employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to three (3) hours pay at his/her regular hourly rate or the rate of pay of the position he/she was scheduled for, whichever is greater.

13.7 **Call In**

Any employee called into work outside his/her scheduled shift hours, other than those immediately before or immediately after (with or without a meal time break) his/her scheduled shift shall be given at least three (3) hours work or paid for three (3) hours time at his/her regular hourly rate or the rate of pay of the position he/she was scheduled for, whichever is greater.

13.8 **Cash Shortages**

An employee handling cash shall not be financially responsible for shortages, except in the case of criminal negligence but may be subject to appropriate disciplinary action.

13.9 **Uniforms**

The Employer will issue two (2) new sets of uniforms to each new employee and one (1) additional set each year thereafter. Employees who work consistently twenty (20) hours or more per week will be issued one (1) additional pair of pants each year. Employees who leave the employ of the Company shall return two (2) sets of uniforms and if they do not the Company may deduct 50% of the cost of the uniforms from the employee's final pay cheque.

The quality and design shall be discussed between the Company and the Union. The uniform will be available in September of each year.

Uniforms damaged due to normal wear and tear may be returned for replacement at any time. The Employer shall have the discretion to determine whether a uniform is in need of replacement.

The Employer will, at its sole discretion, provide a sweater to employees assigned to work in areas where cold temperatures or drafts present a Health and Safety concern.

13.10 Safety Shoes

The Employer agrees to reimburse employees up to fifty dollars (\$50.00) every two (2) years for the purchase of safety shoes upon proof of purchase through the Employer approved supplier. Employees must have worked a minimum of six hundred (600) hours in the previous year (Sept to Aug) to qualify for reimbursement.

13.11 Meal Allowance

Beginning at ratification, all employees will pay the sum of \$1.25 plus applicable taxes for receipt of a meal and beverages during each shift of more than five (5) hours that they work. Beginning May 1st, 2017, the allowance will be \$1.50 plus applicable taxes. The list of food items eligible to an employee will be discussed and agreed upon at labour management.

ARTICLE 14 - PREMIUM PAY

14.1 Any employee required to perform work in a higher job classification will be paid at the higher rate for all hours worked.

Any employee required to perform work in a lower classification shall maintain their own wage rate and suffer no decrease in wage rate.

14.2 Employees scheduled to work on Saturday or Sunday will receive a premium of seventy-five cents (\$0.75) per hour for all hours so scheduled.

14.3 A premium of seventy-five cents (\$0.75) per hour shall be paid for all hours worked between 2:00 a.m. and 6:00 a.m.

ARTICLE 15 - STATUTORY HOLIDAYS

15.1 Each employee shall be granted a day off with pay, at his/her regular daily rate, on each of the following statutory and paid holidays:

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

Payment for the holiday will be made only if the employee works on their scheduled shift before or after the day on which the holiday is observed by the Company. If the employee is absent for one (1) or both of the qualifying work days referred to above due to verified illness, death in his/her immediate family, jury duty, or because he/she has received prior to subsequent permission from the Company to be absent, the holiday will be paid.

- 15.2 Any employee who is schedule to work on a statutory holiday may request the day off work by applying to the Manager within twenty-four (24) hours of the posting of the work schedule. Such request will be granted where in the opinion of the Company it is considered practical to do so. The Company will consider all such request in order of the employees' relative seniority.

ARTICLE 16 - VACATIONS

- 16.1 All employees shall receive vacation pay to be added to the employee's regular bi-weekly pay cheque on the following basis:
- (i) Less than two (2) years of service - four percent (4%) of gross earnings;
 - (ii) Employees who have completed two (2) years, but less than ten (10) years of service - six percent (6%) of gross earnings;
 - (iii) Employees who have completed ten (10) years, but less than seventeen (17) years of service - eight percent (8%) of gross earnings;
 - (iv) Employees who have completed seventeen (17) years of service or more - ten percent (10%) of gross earnings.

NOTE: Fifteen hundred (1500) hours worked equals one (1) year of service.

- 16.2 The Company will make a sincere effort to grant vacations at times requested by employees. No vacations shall, however, be granted between September 1 and April 15, unless by special arrangement with the Company. Disputes in scheduling vacations shall be decided by seniority.
- 16.3 Any employee who terminates before completing one (1) year of service will receive four percent (4%) of total wages calculated from the first day employed.

ARTICLE 17 - BEREAVEMENT PAY

- 17.1 a) In the event of death in the immediate family of an employee, the Employer will grant up to five (5) days off for the purpose of bereavement and/or attending funeral. Immediate family include: wife, husband, common law partner, same-sex partner, mother, father, brothers, sisters, step-mother, step-father, step-brother, step-sister, grandparents, child and step-child.
- b) In the event of death of a relative not included above of an employee, the Employer will grant up to three (3) days off for the purpose of bereavement and/or attending funeral.
- c) Such absences shall be permitted within three (3) days of the death and/or the funeral. The employee will have to provide evidence to the employer (ex: death certificate, press clipping or funeral card).

- 17.1 d) Employee shall be paid at their regular rate only for the number of hours they would have been normally scheduled during those days.

ARTICLE 18 - BULLETIN BOARDS

- 18.1 The Union shall be provided with authorized bulletin boards for the posting of notices concerning meetings of the Union and other Union business. All such notices must first be individually approved by the General Manager. Such approval shall not be unreasonably withheld.
- 18.2 The Union agrees to adhere to University policy regarding the distribution of literature on University property.

ARTICLE 19 - UNION MANAGEMENT COMMITTEE

- 19.1 It is agreed that a committee will be established of five regular members each from Union and Management which shall meet monthly to discuss matters of mutual concern, to develop a common understanding of workplace problems, and to create an on the job program to improve morale, reduce stress and provide for better utilization of resources. Both parties by mutual consent will have the right to invite guests to meetings who can contribute constructively to items on the agenda.
- 19.2 Agendas of matters for discussion will be exchanged by the Union and the Employer at least five (5) working days prior to the meeting.
- 19.3 This committee shall not have the power to add to, amend or delete any part of the collective agreement.
- 19.4 The committee shall be chaired by co-chairs, one selected from the union and one from management, who will alternate monthly meetings. Minutes will be taken by the chairperson not chairing each month and distributed for all members and management to see after the committee has approved them.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.1 Leave of absence without pay may be granted to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed twenty-five (25) working days for any one individual or fifty (50) days for the bargaining unit in any calendar year.

The Company will continue to pay the employee provided he/she has been scheduled to work, when on an approved leave of absence for Union business as provided in this Article. The Company will bill the Union in order to recover the cost of the employee's regular wages only, during the period of the leave of absence. Such billing shall be done within thirty (30) days of the employee's return to work. The Union shall forward payment within thirty (30) days of receipt of the billing. All past due invoices greater than thirty (30) days will be subject to an interest penalty of 1% per month.

20.2 **Personal Leave of Absence**

The Employer shall not unreasonably refuse an employee's request for a personal leave of absence. In the event that a personal leave of absence exceeds thirty (30) continuous calendar days, the employee will be required to pay the full premiums for all employee benefits and his/her seniority shall be adjusted by the full period of the leave.

20.3 **Maternity and Adoption Leave**

An employee shall be entitled to a leave of absence, not exceeding fifty-two (52) weeks, for the purpose of giving birth or adopting a child. The leave shall be without pay, with benefits, and with continuing accrual of seniority.

The employee shall be required to give the Employer as much advance notice of the leave as is reasonably possible and an indication of the duration of the leave being sought. At least four (4) weeks prior to the termination of the leave, the employee shall confirm with the Employer the specific date of return to work, and the Employer shall confirm that the employee's previous job or a similar job at equal pay is available.

20.4 **Jury or Witness Duty**

Employees shall be granted leave of absence to serve as a subpoenaed witness or for jury duty. The Employer will pay the difference between the employee's normal scheduled pay and jury duty/witness payments to a maximum of ten (10) days. The Employer shall not deduct any payment that might have been received for carrying out such duties.

ARTICLE 21 - ABSENCE FOR UNION DUTIES

21.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. In order that this may be facilitated, the Union shall keep the Company informed at all times as to the names of its officers, stewards, and members who may be appointed or elected from time to time to any committee or the position of a local Union representative.

21.2 Similarly, the Company will supply the Union with the names of its administration personnel with whom the Union may be required to discuss matters of mutual concern as well as the names of all managers as they may occur and change from time to time.

All time spent by Union Representatives in meetings with the Employer is time worked.

21.3 Company approval of absence with pay will normally be granted for such absence from duties if it involves joint meetings between Union and Management and the normal functions of the Union officers and provided it will not result in an unreasonable disruption of work.

21.4 The employees that are members of the bargaining committee shall be allowed one (1) day off with pay to prepare for bargaining.

- 21.5 The Employer agrees that two (2) members of the part-time bargaining unit will be granted leave of absence without pay for four (4) working days each to attend the Ontario Division Convention and five (5) days each to attend the Biennial National Convention of the Canadian Union of Public Employees.

ARTICLE 22 - GENERAL PROVISIONS

- 22.1 Disciplinary notations will be removed from employee's record one (1) year from the date of issue providing no further disciplinary incidents of the same nature have occurred.

22.2 Bonding

Any employee handling cash on behalf of the Company will be bondable. The Company is responsible for all costs and arrangements of bonding.

An employee handling cash shall not be financially responsible for shortages, except in the case of criminal negligence but may be subject to appropriate disciplinary action.

22.3 Access Personnel Record

An employee shall have the right to have access to and to review his/her personnel record on a semi-annual basis or within five (5) days of written request from the employee.

- 22.4 The Employer shall provide copies of the Collective Agreement in booklet form to the Union in the quantity requested by the Union following signing of this Agreement.

ARTICLE 23 - HEALTH AND SAFETY

- 23.1 The Union and the Employer shall establish a joint Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act. A first aid kit as approved by the Workers' Safety and Insurance Board shall be supplied by the Employer and placed in appropriate locations at the workplace.

No employee shall be required to work on any job or operate any piece of equipment until he/she has received training and instructions.

Transportation from the place of work to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

The Employer will provide, at no cost to members of the Health and Safety Committee, First Aid and CPR certification courses. All time spent in such course is time worked.

23.2 Respectful Workplace

The Employer, the Employees, and the Union recognize their joint obligation to:

- (i) Provide and maintain a safe and healthy workplace;
- (ii) Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- (iii) Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

23.3 The Parties agree that the Employer has a responsibility to inform employees about known unsafe working conditions or those which ought reasonably to be known. The Parties agree that employees have the right to refuse to perform unsafe work in accordance with the Occupational Health & Safety Act. The Parties agree that employees shall participate in the Joint Health and Safety process as outlined in this Article of this Collective Agreement.

23.4 The Employer and the Union recognize the importance of the emotional wellbeing of employees and such issues shall be discussed at Labour Management meetings as the need arises.

23.5 Violence In the Workplace

The Employer agrees that they will assess the workplace(s) for risks of violence that may arise on an ongoing basis through the Joint Health and Safety Committee and make recommendations with the aim of preventing and reducing risk.

The Employer agrees that they shall provide workers with information and instruction that is appropriate on the contents of the policy and program with respect to workplace violence.

If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

23.6 Worker Safety Risks

Where a worker or manager becomes aware that providing services to a client poses a safety risk that may expose the worker to physical injury, the worker or manager will discuss the safety risk and develop a worker safety plan which may include co-teaming and/or other supports.

ARTICLE 24 - DURATION AND TERMINATION

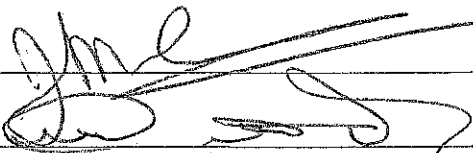
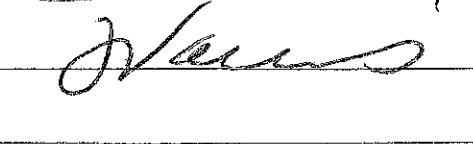
- 24.1 This Agreement shall remain in force and effect from May 1, 2015, until midnight, April 30, 2018, and shall continue from year to year thereafter unless either party gives notice in writing to the other party within the period of ninety (90) days prior to expiration of this Agreement of its intention to bargain revisions to this Agreement.
- 24.2 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

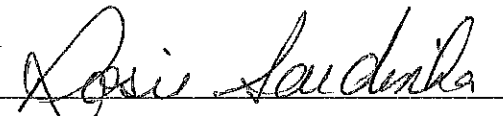
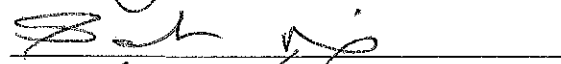


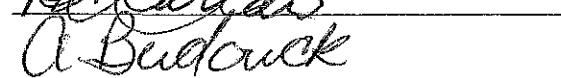
IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED at Kingston, Ontario this 7 day of Sept, 2016.

SIGNED ON BEHALF OF
SODEXO CANADA LIMITED

SIGNED ON BEHALF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229

sb:cope491 -- August 2016

SCHEDULE “A”

EFFECTIVE - MAY 1, 2016 + \$0.10

CLASSIFICATIONS	Start	90 Days	2 Years	4 Years
General Cafeteria, Catering, Cook’s Helper, Baker’s Helper, Utilities/Potwasher, Cashier/Checker, Salads, Driver, Dishroom	11.63	11.81	12.32	14.54

EFFECTIVE – NOVEMBER 1, 2016 + \$0.10

CLASSIFICATIONS	Start	90 Days	2 Years	4 Years
General Cafeteria, Catering, Cook’s Helper, Baker’s Helper, Utilities/Potwasher, Cashier/Checker, Salads, Driver, Dishroom	11.73	11.91	12.42	14.64

EFFECTIVE – MAY 1, 2017 + \$0.15

CLASSIFICATIONS	Start	90 Days	2 Years	4 Years
General Cafeteria, Catering, Cook’s Helper, Baker’s Helper, Utilities/Potwasher, Cashier/Checker, Salads, Driver, Dishroom	11.88	12.06	12.57	14.79

LETTER OF AGREEMENT

BETWEEN

SODEXO CANADA LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229

The Employer agrees to provide a fair and consistent policy for rehabilitating employees who have been injured on the job. The Employer and the Union recognize the benefits of a formal rehabilitation program.

The Company therefore undertakes to provide meaningful employment for both permanently and temporarily disabled employees thereby returning valuable human resources, benefits and productivity to the Employer on behalf of the employees.

The parties agree to co-operate in the establishment of a Modified Work Program through participation in a Joint Health and Safety Committee.

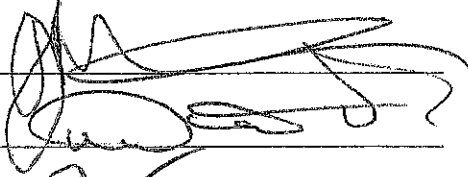
The Union agrees to inform its members of the benefits of co-operating in a Modified Work Program.

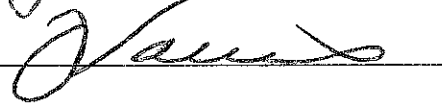
The parties further agree that the Modified Work Program will include the following guidelines:

1. An employee who is actively participating in the program will receive no less than the employee's regular wages.
2. Any permanent modified work assignment shall be discussed and agreed to on a case-by-case basis.
3. Once the worker is established under the program, the distribution of tasks will be the responsibility of the supervisor and program manager. Regular updates of the progress will be communicated to the Union and referred to the Joint Health and Safety Committee.
4. This Letter of Agreement will form an integral part of the Collective Agreement and may be amended from time to time.
5. Nothing in this Agreement can be interpreted as a modification of any terms contained in the Collective Agreement.

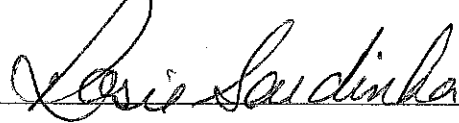
DATED at Kingston, Ontario this 7 day of Sept, 2016.

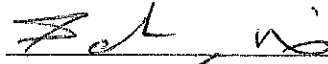
SIGNED ON BEHALF OF
SODEXO CANADA LIMITED

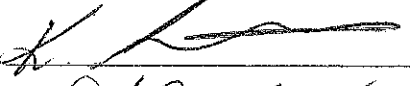


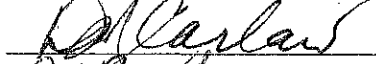



SIGNED ON BEHALF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229











NEW

LETTER OF AGREEMENT

BETWEEN

SODEXO CANADA LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229

RE: Summer Break – Availability Rules for Scheduling

Employees who want to make themselves available for the summer lay off period will be able to express their choice on a monthly basis during the months of April, May, June, July and August. To do so, they will fill out an availability form that will be submitted to his or her supervisor the date indicated on the form for that summer which is approximately two (2) weeks prior to the first day of each month.

This form will have employees indicate a choice of residence (which includes catering work) and retail.

Should an employee not submit an availability form for the summer lay off period, it is presumed that this employee is not available for shifts during the summer lay off and therefore will not be placed on the availability list.

Employees may not change their stated availability for the month once provided unless an unforeseen circumstances has arisen to prevent it. This would include sickness, accident, bereavement or any other serious personal reason. The employer may request appropriate documentation to justify the non-availability.

Employees must provide contact information where they can be reached during all hours of stated availability. Where an employee fails to answer the call from the employer during his/her stated availability, the employer will move immediately to the next eligible employee in order of seniority on the availability list.

An employee who answers a call but refuses an offer of shift within his/her stated availability, or does not answer a call and does not call back within 30 minutes, will be deemed to have refused a shift.

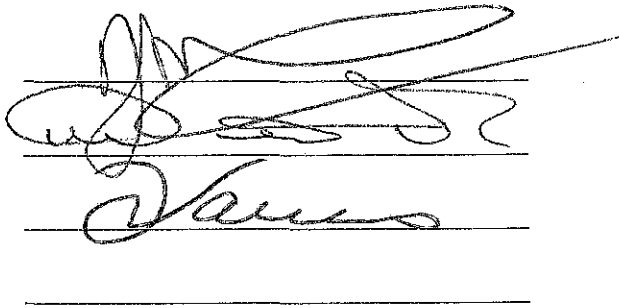
An employee who refuses three (3) shifts in a one month, will not be offered shifts for the balance of that month.

An employee who refuses six (6) shifts in the summer lay off period will not be offered another shift for the rest of the summer period.

This letter will be reviewed as required, but no less than annually.

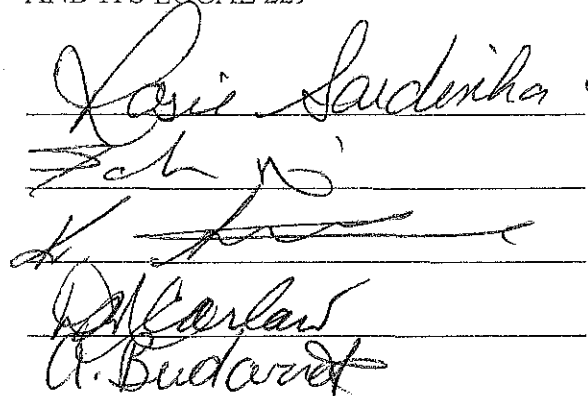
DATED at Kingston, Ontario this 7 day of Sept 2016.

SIGNED ON BEHALF OF
SODEXO CANADA LIMITED



A large, stylized handwritten signature in black ink, written over three horizontal lines.

SIGNED ON BEHALF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229



Three handwritten signatures in black ink, each written over a horizontal line. The signatures are: 'Luis Sanderha', 'John', and 'A. Budavet'.