



COLLECTIVE AGREEMENT

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

FOOD SERVICE WORKERS

At

**QUEEN'S UNIVERSITY
KINGSTON, ONTARIO, CANADA**

May 1, 2018 - April 30, 2021

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COLLECTIVE AGREEMENT

B E T W E E N:

SODEXO CANADA LTD.

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 employee of the Company employed at Queen's University, in the City of Kingston save and except Assistant Managers, Chefs, Sous Chefs, 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, addresses and phone numbers of employees on whose behalf union dues have been deducted. The above list will also indicate the regular hours worked, wages paid, and dues deducted during the period for each employee and a total shall be indicated for each of these items.
- (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 any agreements 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 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 11 - 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 no less than fifteen (15) days' notice.
- 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, but no less than seven (7) days, 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.

ARTICLE 5 – JOB SECURITY

- 5.1 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 divisions, units, or sub-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.
- 5.2 In cases of staffing shortages during the seasonal layoff periods the Employer shall have the right to use temporary employees from an agency provided they have exhausted the list of available employees and have notified the union of the need to hire from the temporary agency. It is understood that if asked by the union, the Employer will provide the callout lists used to validate the staffing shortage.

ARTICLE 6 - RETIREMENT

- 6.1 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.
- 6.2 An employee who retires in accordance with the provisions of Article 6 of this Agreement shall receive ninety percent (90%) of that portion of his/her sick leave with pay which, as of the date of his/her retirement, has not been used for the purposes outlined in Article 20. For the purposes of this Article, early retirement shall not mean retirement caused by the replacement of the Company by another food service contractor.
- 6.3 Effective May 1, 2004 the Company will match R.R.S.P. contributions up to four percent (4%) of earnings for each full-time employee choosing to participate in the plan.

ARTICLE 7 - GRIEVANCES

- 7.1 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.

- 7.2 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) The aggrieved employee accompanied by his/her steward, shall meet with the Unit Manager to resolve the matter. If the alleged grievance is not settled within forty-eight (48) hours, it may be carried to step (b), in written form.
 - (b) The Grievance Committee and the General Manager, or designate, shall meet within seven (7) calendar days after the grievance has been carried to step (b), and the General Manager, or designate, shall give his/her written decision within this seven (7) calendar days 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.

7.3 The time limits specified in 7.1 and 7.2 above may be extended by mutual consent.

7.4 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.

7.5 **Policy, Group and Discharge Grievances**

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 discharged employee, or a department, or the Company as a whole, may be submitted by the Union in writing at the step as stated in Article 7.2 (b) of this Agreement.

Failing satisfactory solution within the time limit as stated in Article 7.2 (b), such grievances may be referred to Arbitration.

7.6 **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.

7.7 **Meeting Time and Pay**

All time spent to complete grievance meetings with the employer shall be considered time worked. Such time shall include 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.

7.8 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 8 - ARBITRATION

8.1 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 7.2 (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.

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 9 - STRIKES AND LOCK-OUTS

- 9.1 During the term of this Agreement, there shall be no lock-out by the Company nor shall there be any strike (either complete or partial), slow-down, or other such concerted activity by the Union or employees. There shall be no strike or lock-out as long as this Agreement continues to operate. "Strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 10 - HOURS OF WORK AND SCHEDULES

- 10.1 All full-time employees shall be scheduled on the basis of forty (40) hours per week, eight (8) hours per day, and this shall be the maximum hours of work to be paid at straight time rates of pay. Management will make every effort to schedule the working days on a Monday to Friday basis. However, during the academic year, preference of shift will be given annually to employees with greater bargaining unit wide seniority. Schedules will 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 work commencing the following Friday and a copy will be given to the Union VP of Sodexo.
- 10.2 All part-time Employees shall be scheduled on the basis of a maximum of thirty (30) hours per week, with no shift being less than three (3) hours in length. No part-time Employee shall be required to work more than one (1) shift in a day unless the break between shifts is less than two (2) hours or the employee has requested it on the availability form.
- 10.3 Preference of shift will be given once annually to full time employees with greater bargaining unit wide seniority. Requests for new placements may be submitted to the Employer by November 1st for January placement, or March 1st for September placement.
- Preference of location will be given once annually to part-time employees. Requests for new placements may be submitted to the Employer by November 1st for January placement, or March 1st for September placement.
- Employees will be allowed three (3) days to advise the Employer of their preference.
- 10.4 Part-time Employees assigned to fill in for a full-time positions 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 this 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. Part-time employees who have regularly scheduled for twelve (12) consecutive weeks over thirty (30) hours will become members of the full-time seniority list.

- 10.5 All authorized hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular hourly rate. However, should such excess or overtime hours be worked on a Sunday, they shall be paid for at two (2) times the regular hourly rate. In computing hours of work for purposes of overtime, sick leave with pay, bereavement leave, and paid statutory holidays shall be considered as time worked.
- 10.6 During the period from September 15 to April 15 (minus the period of the Christmas break), all regular full-time employees shall be entitled to two (2) consecutive days off a week.
- During the period of April 16 to September 14, or whenever the significant changes in operational parameters occur as defined in the attached Letter of Agreement – Hours of Work, all regular full-time employees shall be entitled to two (2) consecutive days off per week, however, employees may in any event request to have days off which are not consecutive, and the work week defined in this Article will be suspended.
- 10.7 Part-time employees shall be entitled to two (2) days off per week, not necessarily consecutive. All part-time schedules shall be on a Saturday to Friday basis.
- 10.8 The Parties agree that employees will, whenever possible, notify their supervisor with as much notice as possible but not less than one (1) hour before their shift starts, in the event that the employee is unable to attend work. Where the employee has given notice of inability to attend work, the Company shall not call the employee back to discuss scheduling, staffing difficulties, or other work related matters, unless failing to call would result in a disadvantage to the employee.
- 10.9 All employees shall be entitled to:
- one fifteen (15) minutes paid break for up to three (3) hours shift;
 - two fifteen (15) minutes paid break for up to five (5) hours shift;
 - one fifteen (15) minutes paid break and thirty (30) minutes unpaid lunch for up to six (6) hours shift (inclusive of lunch);
 - two fifteen (15) minutes paid breaks, one in each half of the shift, and thirty (30) minutes unpaid lunch for up to eight (8) hours shift (inclusive of lunch);
 - one fifteen (15) minutes paid break after every three (3) hours of overtime.
- 10.10 With the prior approval of the Union, the Company may institute a work week consisting of four (4) ten (10) hour days. Employees who want to work the Employer's 4/10 work week may choose flexible work schedules within the following parameters:
1. Four (4) ten (10) hour days, exclusive of lunch, within a payroll week, is referred to as "4/10".

- 10.10 2. Normal starting time may not be earlier than 6:00 a.m. and normal finishing time shall not be later than 9:00 p.m.
3. Time and one-half (1½) the straight-time hourly rate will be paid for hours worked in excess of ten (10) hours per day.
4. Employees called to work on a regular scheduled day off, who are working a 4/10 shift, shall be paid time and one-half (1½) for all time worked on said day.
- 10.10 5. A. Employees eligible for holiday pay will be paid ten (10) hours' straight-time pay for said holidays.
- B. Employees who work on a day designated as a holiday will be paid at their straight-time hourly rate in addition to their receiving holiday pay as mentioned above.
- 10.11 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 four (4) consecutive hours' employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to four (4) hours' pay at his/her regular hourly rate. In the case of a part-time employee whose shift was scheduled for less than four (4) hours, they shall be entitled to their full shift of pay at his/her regular hourly rate and offered those hours of employment in other work, at the Company's option. This guarantee shall not apply in the event that the operations of the Company are affected by a labour dispute, fire, electrical failure, major mechanical failure or other major occurrence beyond the control of the Company. This guarantee shall not apply in the case of an employee who has been absent from his/her scheduled work and who has failed to inform the Company of his/her intention to return and the date thereof.
- 10.12 Any full-time employee called in to work outside his/her scheduled shift hours, other than those immediately before or immediately after (with or without a mealtime break) his/her scheduled shift, shall be given at least four (4) consecutive hours' work or paid for four (4) hours' time at his/her regular hourly rate. No shifts of less than four (4) hours will be scheduled for a full-time employee.
- Any part-time employee called in to work outside his/her scheduled shift hours, other than those immediately before or immediately after (with or without a mealtime break) his/her scheduled shift, shall be given at least three (3) consecutive hours' work or paid for three (3) hours' time at his/her regular hourly rate. No shifts of less than three (3) hours will be scheduled for a part-time employee.

- 10.13 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.

These schedules will also contain the non-union employee's hours.

- 10.14 Part-time employee shifts shall be distributed within the unit seniority list, on the basis of seniority as equally as possible. If unable to fill the available shifts, the Employer shall then proceed to offer by seniority Division wide. Employees who wish to maximize the amount of scheduled hours may advise the Employer and these employees will be scheduled to their maximum hours (as per Article 10.2) on the basis of seniority, skills and ability among them 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.

Part-time 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.

ARTICLE 11 - SENIORITY

- 11.1 For the purposes of this Article, service shall mean the service as an employee as defined in Article 1 - Definition.
- 11.2 Full-time seniority is based on an employee's total length of unbroken service.

Part-time seniority is based on an employee's total number of hours worked in the bargaining unit as of the last date of hire.

- 11.3 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.
- 11.4 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.
- 11.5 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, or two (2) years for those who have five (5) or more years' seniority.
- 11.6 (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) days of work.

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

- (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 12.2 (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 with just cause 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.

- 11.7 The Company will provide up-to-date seniority lists to the Union and will also post the lists in all work locations by the 1st of January, April, and October. These seniority lists will include names, addresses, phone numbers, positions, units, service and seniority of all employees. The posted list will not contain the addresses and phone numbers.

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 rely upon the results as provided.

11.8 The Application of Seniority

For purposes of promotion, demotion, transfer, lay-off and recall, and service for the 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) 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.

- 11.9 Provided that the operation of this paragraph does not adversely affect the rights of employees under this Agreement, the Company may engage students or other persons for summer and other temporary or special employment providing that full-time have been given the opportunity to do the work. The hours of work for students will not exceed twenty-four (24) hours per week.

- 11.10 It is not the intent of the Company to replace full-time employees with part-time employees.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

- 12.1 Whenever a new full-time job is created or when a full-time vacancy occurs, notice shall be posted for ten (10) full calendar days, in all existing units at the various union bulletin board locations. 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, location, shift, hours' of work and wage rate.

- 12.1 (b) Each application must be submitted in writing during the ten (10) day posting period;
- (c) Subject to the foregoing, vacancies shall be filled on the basis of seniority applicant able to perform the normal duties of the posted job in the following order:
- i) Full-time
 - ii) Part-time
 - iii) External Applicant

The Company will train the successful applicant as may be required. (Any employee who is in a full-time or part-time position at the date of ratification, will not require formal qualifications, i.e. Red Seal, Gold Seal).

- (d) In the event that no full-time or part-time employee bids for a posted job during the ten (10) calendar 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.

- 12.2 Temporary transfers within the same classification or temporary promotions for periods in excess of ten (10) working days will be selected according to Article 12.1.

ARTICLE 13 - LAY-OFF AND RECALL

- 13.1 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.

- 13.1 (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 a comparable position within the bargaining unit.
- (e) Where a junior employee holding a comparable position 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.
- 13.2 Full-time employees who, as a result of permanent lay-off, become part-time employees shall, so long as they are entitled to be recalled pursuant to the terms of the Collective Agreement, be paid at the job rate of the position for all hours worked to fill in for the unexpected absences of full-time employees as required by the Employer.
- 13.3 No new employee will be hired and no person who is not a member of the bargaining unit will be scheduled to perform the duties of a laid off employee providing the employee on lay-off is willing and able to perform the available work.
- 13.4 Employees who are to be laid off due to lack of work shall be given at least ten (10) working days' advance written notice. Such notice shall not apply in circumstances where the laid off employee is given an opportunity of recall to available work which is not expected to extend beyond ten (10) working days. The Employer will make every effort to give the affected employees as much notice as possible.
- 13.5 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.

- 13.6 (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.

The General Manager, or designate, will confer with the Union President or designate(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.

- 13.7 In the case of a reduction of staff due to operational shut down for the summer lay-off period, the initial preference of recall will be given to the employee(s) with the greatest bargaining unit wide seniority respectively.

This preference selection shall be made once at the commencement of the summer lay-off period and thereafter at the commencement of every month during the summer lay-off and will be in effect for the duration of the entire month.

If additional staff is required within the classification, recall shall be in accordance with Article 13.6.

The Employer may return an employee to their former position where the employee is incapable of performing the job.

At the end of the shutdown period, employees will revert back to their previously held position.

- 13.8 The General Manager, or designate, will confer with the Union President, or designate, at least fourteen (14) days prior to any lay-off to discuss the lay-off in relation to the seniority and the skills of the employees involved.

ARTICLE 14 - PREMIUM PAY

14.1 A premium of fifty-five (\$0.55) per hour shall be paid for all hours worked after 4:00 p.m. except any employee working four (4) hours or more on the midnight to 8:00 a.m. shift shall be paid a premium of seventy-five cents (\$0.75) cents per hour.

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.

14.2 Any employee required to perform work in a higher job classification for two (2) continuous hours or more will be paid at the higher rate for all hours worked.

ARTICLE 15 - UNIFORM AND CLOTHING ALLOWANCE

15.1 The Employer agrees to provide each full-time employee:

- 3 sets of uniforms for new employees
- 5 aprons for Kitchen staff in each year
- 3 sets of uniforms for all employees when new uniforms are introduced
- 2 sets of uniforms each year to existing employees

The Employer will issue two (2) new sets of uniforms to each new part-time 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 shirt and one (1) additional pair of pants each year. Employees who leave the employ of the Company shall return uniforms and if they do not the Company may deduct 50% of the cost of the uniforms from the employee's final pay cheque.

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 needs replacement.

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

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.

15.2 Safety Shoes

The employer agrees to reimburse employees up to one hundred (\$100.00) dollars each per full-time employee and seventy-five (\$75.00) dollars each per part-time employee for the purchase of safety shoes upon proof of purchase, through the approved supplier.

That year is September 1st to August 31st and may be for more than one (1) pair of safety shoes.

Employees must have worked a minimum of four hundred (400) hours in the previous year (September to August) to qualify for reimbursement.

ARTICLE 16 - STATUTORY HOLIDAYS

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

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

16.2 Payment for the holiday will be made only if the employee works one (1) or more days during the full week immediately preceding, or one (1) or more days during the week immediately succeeding or 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 or subsequent permission from the Company to be absent, the holiday will be paid. This regulation shall not apply to Christmas Day, New Year's Day, or Boxing Day, provided the employee has worked during the week preceding the lay-off period and reports back on the first scheduled work day after the Christmas lay-off period.

16.3 Should the day of observance of any of the holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected shall receive an extra day's vacation with pay in lieu of payment for the statutory holiday.

16.4 An employee who is required to work on any of the statutory holidays enumerated above shall, provided that he/she is eligible to receive payment for such holiday, be paid for the time worked at two (2) times his/her regular hourly rate for the hours worked, plus one (1) day off at a mutually convenient time with pay in lieu of holiday pay.

16.5 Any employee who is scheduled to work on a statutory holiday may request the day off work by applying to the Manager within twenty-four (24) hours of becoming aware 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 requests in order of the employees' relative seniority.

Such requests will not be unreasonably denied.

ARTICLE 17 - VACATIONS

17.1 Employees will be granted, each year, paid vacations on the following basis:

- (a) Vacations with pay shall be computed on the basis of length of continuous service with the Employer as of the original date of employment in each year.
- (b) Vacation allowances are determined in accordance with the following table:

<u>Continuous Service as of the Original Date of Employment</u>	<u>Vacation Pay</u>
Less than 2 years	1 day for each month of service up to a maximum of 10 days
More than 2 years	3 weeks (15 days)
After attaining 10 years	4 weeks (20 days)
After attaining 17 years	5 weeks (25 days)
After attaining 25 years	One (1) day per year to a maximum of thirty (30) years.

17.2 Vacation pay shall be calculated as follows:

Employee's regular hourly rate multiplied by the number of hours for which the employee is regularly scheduled per week.

17.3 All part-time 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.

17.4 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.

- 17.5 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 18 - BEREAVEMENT PAY

- 18.1 An employee shall be granted leave with pay on the occasion of the death of a member of the family or a close relative as defined below:

Wife, husband, common-law partner, same-sex partner, mother, father, step-mother, step-father, brother, sister, step brother, step sister, grandparents, child, step child, mother-in-law, father-in-law and grandchild – five (5) days

All other relatives - three (3) days

It is understood that a part-time employee who works less than five (5) consecutive days at a time shall be granted their bereavement leave with pay within (10) calendar days, unless there is a need to have a day at a later date for an interment, memorial or funeral service.

ARTICLE 19 - BOARDS

- 19.1 The Union shall be provided with and permitted the use of bulletin boards for the posting of notices concerning meetings of the Union and other Union business. The Union agrees that it will not distribute or post any pamphlets, advertising or political material, or any other kind of literature at or on any other location on the Employer's property, except as provided above.
- 19.2 The Union agrees to adhere to University policy regarding the distribution of literature on University property.

ARTICLE 20 - SICK LEAVE

- 20.1 Full-time Employees

It is mutually agreed that sick leave with pay at the employee's regular rate of pay shall be granted as follows:

- (a) After six (6) months of continuous service an employee will receive a credit of five (5) days' sick leave, and at the end of twelve (12) months of service (a further six [6] months) there shall be a further credit of five (5) days. Each year thereafter, on the anniversary of employment, there shall be a further credit of ten (10) days, effective May 1, 2006, eleven (11) days.

- 20.1 (b) The unused portion of sick leave in any one year of service shall accumulate from year to year up to a maximum of one hundred and ten (110) working days. Normally, an employee will not be required to produce a medical certificate for absences due to illness of less than three (3) consecutive days. However, in the event an abuse of sick leave is suspected, the Employer may give notice that an employee will be required to submit a medical certificate for subsequent absences due to illness.

Where required, a medical certificate shall set out that an employee has been attended to by his/her physician for the illness, and also provide the doctor's estimate of the number of days the employee is required to be absent from work. In cases of actual abuse, the Employer reserves the right to administer appropriate discipline.

- (c) Where by virtue of the local board of health food service regulations, an employee is required to be absent from work because of a non-disabling communicable or contagious disease, such employees may choose to receive their full regular pay for the unavoidable period of absence from the job, such pay to be provided by the expenditure of earned accumulated sick leave.

- 20.2 The Company shall maintain a list of the total unused portion of sick leave for each employee. Employees may request a copy of their own sick leave balance from the Company at any time, which will be provided within a reasonable time.

- 20.3 Where employees are unable to schedule doctor appointments outside working hours, they will be granted paid time from the employee's accrued sick time. If the employee has not accrued sick time, they may use their paid rest breaks and unpaid rest breaks.

- 20.4 Compassionate Leave – Employees will be permitted to use up to three (3) days sick leave per year for compassionate reasons. This leave will be used to attend to unusual and unforeseen circumstances that may take place. Requests for compassionate leave shall not be unreasonable denied.

ARTICLE 21 - EMPLOYEE BENEFIT PLANS

- 21.1 The Employer shall provide the following benefit plans as specified in the current group insurance booklet for all full-time employees to age 65:

- (a) The Employer to pay the payroll tax to cover O.H.I.P.;
- (b) (1) \$25,000 Life Insurance and A.D. & D.
- (2) Extended Healthcare –includes surgical breakthrough benefits and major medical coverage;
- (3) Prescription drug expenses; with a drug card; ninety percent (90%) reimbursement;

- 21.1 (b) (4) The Employer shall provide a Vision Care Plan of two hundred and fifty dollars (\$250.00) per twenty-four (24) month period.
- (5) Paramedical Services at one hundred percent (100%) reimbursement to a maximum of:
- i) physiotherapist, psychologist, speech therapist – three hundred dollars (\$300.00) per person per year
 - ii) chiropractor, podiatrist naturopath, osteopath, massage therapist, acupuncturist – five hundred dollars (\$500.00) combined maximum per person per year.
- (6) Hearing Aids – one thousand dollars (\$1,000.00) every four (4) years.
- (7) Custom fitted orthopaedic shoes – one (1) pair each calendar year.

Employer to pay sixty percent (60%) of the premium cost of items in (b) (1-7).

- (8) Orthotics – five hundred dollars (\$500.00) per twenty-four (24) months per person.
- (9) Semi Private Hospital room
- (10) Provide for a basic Dental Plan - sixty percent (60%) Employer paid premiums.
Coverage is eighty-five percent (85%) reimbursement with a \$1,000.00 annual cap based on the ODA fee schedule one year prior to date treatment is rendered.
- (11) Employee Assistance Plan (Lifeworks)
- (c) Eligible employees and family members of employees who are receiving drug plan benefits through OHIP+ whole claim(s) is submitted to OHIP+ and rejected, may submit such claim to the benefits carrier in accordance with the terms of the benefit plan.
- (d) Any benefit changes made in the above plans during the term of this Agreement will automatically become a part of this Agreement. In no event shall the above benefit plans be reduced.
- (e) The Union and each member shall be provided with a copy of all benefit plans and any amendments to the plans.
- (f) All benefit changes, if required, shall commence on the first day of the month following the date of ratification.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 The pay period shall be each fourteen (14) days, beginning Friday midnight.

The Company agrees to direct deposit employees' earnings in to their bank account in a manner consistent with the current practice.

22.2 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.

22.3 Meal Allowance

All employees will pay the sum of two dollars and twenty-five cents (\$2.25) plus applicable taxes for receipt of a meal and beverage during each shift of more than five (5) hours that they work. The list of food items eligible to an employee will be discussed and agreed upon at labour management.

22.4 All employees hired after date of ratification shall be paid at the start rate unless they are hired from the part-time seniority list, in which case they will be paid according to their years of service. Second and third year rates begin on the employee's anniversary date of hire into the full-time bargaining unit.

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

22.6 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.

ARTICLE 23 - UNION MANAGEMENT COMMITTEE

23.1 It is agreed that a committee will be established of **six (6)** 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.

23.2 Agendas of matters for discussion will be exchanged by the Union and the Employer at least five (5) working days prior to the meeting.

- 23.3 This committee shall not have the power to add to, amend or delete any part of the collective agreement.
- 23.4 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 24 - LEAVES OF ABSENCE

- 24.1 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.

- 24.2 **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.

- 24.3 **Pregnancy, Parental and Adoption Leave**

An employee shall be entitled to a leave of absence, in accordance with the Employment Standards Act, as amended, for the purpose of giving birth, parenting a child or children, 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.

- 24.4 **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.

24.5 **Union Negotiation Committee Leave**

Employees of the Company who have been elected or appointed to represent the Union on the Negotiation Committee shall be granted a one (1) day leave of absence, without loss of normal scheduled pay, prior to the initial negotiations meeting for renewal of this agreement for the purpose of meeting to finalize the proposals to the Employer. Further, the number of employees allowed on such leave shall be limited to six (6).

ARTICLE 25 - ABSENCE FOR UNION DUTIES

25.1 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.

25.2 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.

25.3 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.

25.4 The Employer agrees that two (2) members of the full-time seniority list and two (2) members of the part-time seniority list will be granted leave of absence with 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 26 - GENERAL PROVISIONS

26.1 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.

26.2 **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.

26.3 **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.

26.4 **Legislation Amendments**

It is understood that Legislation can be amended from time to time. Therefore, should any legislation be enacted which would provide a greater right or benefit to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

ARTICLE 27 - HEALTH AND SAFETY

27.1 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 courses is time worked.

27.2 The Employer agrees to provide employees with the necessary information, forms, and to post regulations in order to allow an employee to file for compensation with the Workplace Safety and Insurance Board.

27.3 The Company 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.

27.4 **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.

27.5 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.

27.6 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.

27.7 **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.

27.8 **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 28 – TECHNOLOGICAL CHANGES

28.1 Should technological change make it necessary for an employee to acquire additional or greater skills to perform the duties of his/her position or a new position created by the changes made, the affected employee will receive the required on the job training or, if the employer deems necessary, training elsewhere at the expense of the employer.

28.2 An employee who is displaced from his/her regular position because of technological change will suffer no reduction in his/her normal earnings and will remain employed in a position covered by this Collective Agreement. The employee who is displaced will be considered automatically before posting any vacancy if the employee has the minimum required qualifications. The employee shall have the right to refuse to accept the first position offered under this Article. However, following one such refusal, the employee must accept the next vacant position for which he/she is qualified.

28.3 The employer will report to the Union/Management Committee the specific steps which will be taken to protect the employees concerned from any adverse effects of the changes at least two (2) months prior to any of the changes being incorporated.

ARTICLE 29 – DURATION AND TERMINATION

29.1 This agreement shall remain in force and effect from May 1, 2018, until midnight April 30, 2021, 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.

29.2 Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for revisions 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 _____ day of _____, 2020

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

<u>SCHEDULE “A” – WAGES</u> (Full-time & Part-time)			
Effective May 1, 2018 – 1.5%			
CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$16.64	\$18.67	\$19.68
Effective May 1, 2019 – 1.5%			
CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$16.89	\$18.95	\$19.98
Effective May 1, 2020 – 1.75%			
CLASSIFICATIONS	Start Rate	2 Year Rate	3 Year Rate
General Cafeteria Prep Cook Cashier Dishroom/Pot Washer Baker National Brand Catering	\$17.19	\$19.28	\$20.33

All Employees at ratification receiving the third year rate will maintain that rate of pay regardless of the number of years employed and shall continue to receive the negotiated increase. All Employees hired after date of ratification shall be paid at the start rate.

LETTER OF AGREEMENT-Modified Work Program

BETWEEN

SODEXO CANADA LTD.

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.

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DATED at Kingston, Ontario this _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

LETTER OF AGREEMENT – Hours of Work

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

Notwithstanding any provisions in the Collective Agreement, it is not the intention of the Company to replace full-time positions with part-time positions to reduce the current full-time work week.

Should significant changes in operational parameters occur, such as enrolment, sales, points of services, meal plans, facility closure and scheduling of classes, these changes shall be dealt with in accordance with the provisions set out in the Collective Agreement. However, this shall not preclude the Union and the Company from negotiating alternative mechanisms such as reductions in “hours of work for full-time employees”.

The Company agrees to utilize the existing Union-Management Committee to confer with the Union on matters pertaining to changes in the operational parameters as soon as they become aware of any potential changes.

DATED at Kingston, Ontario this _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

LETTER OF AGREEMENT–Summer Break Availability Rules for Scheduling

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

In the event that employees are required to work during the months of April to August, they must indicate to the employer by March 1st if it is their preference to be laid off or work and take vacation during this time. The vacation request must accompany the request to work and the employer will schedule the employee accordingly.

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 (1st) 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 circumstance 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.

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An employee who refuses three (3) shifts in a one month period 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 _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

LETTER OF UNDERSTANDING – Role of the Sous Chef

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

WHEREAS the parties wish to clarify the longstanding role of the Sous Chef in the hospitality industry.

AND WHEREAS the parties wish to respect the terms and conditions of the Collective Agreement;

NOW THEREFORE the parties agree as follows:

- The Role of the Sous Chef is being expanded by the Employer to address the emerging campus complexities, expanding operating hours and increasing demands which include:
 - Ensuring the safety of the campus food service delivery program;
 - Specifically, with respect to the presence of a significant increase in the number and severity of food allergies, sensitivities and special diets, especially those which are anaphylactic or severe in nature;
 - Working collaboratively with the chef and/or managers in the establishment of a safety culture and to perform daily assessments of the facilities and equipment.
 - Enhance program quality through improved development and training of our teams. Contributing to Queen’s commitment to experiential excellence;
 - Support Chefs and managers with increasingly time sensitive administrative duties and demanding program development and implementation requirements;
 - Provide tactical direction to work teams and individuals;
 - Assess quality of existing menu and program implementation;
 - Ensure, through active workplace oversight and workflow support, the established program objectives are maintained;

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- Working alongside unionized employees to train, mentor and otherwise develop members of the Hospitality Services team in meeting the program objectives as established with Queens University;
- Reviewing work methods, test alternative workflows and implement new procedures to improve work flow;
- Provide positive coaching and redirection to employees in circumstances where performance is not meeting requirements;
- Conduct first level discipline for those employees whose performance has not improved through positive coaching and redirection;
- Sous Chefs will not perform the work of the Bargaining Unit.
- The expansion of this role will not result in a reduction of hours for members of the bargaining unit.
- This procedure will be subject to all terms and conditions of the Collective Agreement including the Grievance Procedure.

This Agreement will be subject to ratification by the membership of Local 229.

This letter of understanding will remain in effect until such time as an amended Collective Agreement is reached by the parties.

DATED at Kingston, Ontario this _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

LETTER OF UNDERSTANDING – Posting Shifts

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

We the Employer face the challenge of filling shifts after the weekly schedule has been posted. The Union and Sodexo agree the most efficient way to try to fill these shifts is to post the available shifts in each location. If there are more staff available to work than shifts available, we will fill shifts on the basis of seniority provided the employees meet the qualifications and has the ability to perform the work.

DATED at Kingston, Ontario this _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

LETTER OF UNDERSTANDING – Merger

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229**

WHEREAS the Parties have entered into bargaining upon the expiry of the Collective Agreements on April 30th, 2018 with the goal of merging both Bargaining Units into one Bargaining Unit covered by one Collective Agreement.

AND WHEREAS the Employer and CUPE Local 229-01/02 (hereinafter referred to as “the Parties”) have agreed to merge the Collective Agreements;

NOW THEREFORE the Parties agree to the following terms, conditions and understandings:

1. The Parties agree that effective April 9th, 2018, both Collective Agreements for Locals 229-01/02 are merged under one Collective Agreement between the Parties, and will continue to bargain and ratify Agreements as such; and,
2. The effective date of this Agreement shall be the date of the expiry of the last Collective Agreement in effect between the Parties on April 30, 2018; and,
3. This Agreement shall be executed by the Parties in four (4) originals.

DATED at Kingston, Ontario this _____ day of _____, 2020.

SIGNED ON BEHALF OF:
SODEXO CANADA LTD.

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

cl:cope491/Jan. 27, 2020