



COLLECTIVE AGREEMENT

BETWEEN

SODEXO CANADA LTD.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229-3**

**DONALD GORDON CONFERENCE
CENTRE EMPLOYEES**

JULY 1ST, 2018 TO JUNE 30, 2021

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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 all employees employed by Sodexo Canada Ltd. at the Donald Gordon Conference Centre in the City of Kingston, save and except Managers, and Chefs, and persons above such rank.

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
 - (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.

2.3 **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.

2.4 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.

2.5 **Correspondence**

All correspondence between the parties arising out of the agreement or incidental thereto shall pass to and from the General Manager and the President of the Union with a copy sent to the Vice President.

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 and acknowledges that it is the exclusive function of the employer to:
 - (i) maintain order, discipline and efficiency;
 - (ii) hire, discharge, layoff, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee provided that it is not done in an arbitrary, discriminatory or bad faith manner, and a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided; and
- 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.

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 or in an emergency situation. It is specifically recognized that all events and operating hours of the Company, will be scheduled and staffed only by bargaining unit personnel except as required to provide relief during breaks or in an emergency situation. It is also further and specifically recognized that supervisors and other non-bargaining unit personnel will not perform bargaining unit work, including while bargaining unit employees are on layoff and awaiting an opportunity of recall.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 Any complaint, disagreement, or difference of opinion between the Employer and the Union, or between the Employer and an employee covered by this Collective Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement, may be considered as a grievance.
- 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) Complaint: An aggrieved employee shall meet with the Manager to resolve the matter and may be accompanied by his/her steward. If the alleged grievance is not settled within forty-eight (48) hours, it may be carried to step (b).
 - (b) The written grievance shall be submitted to the General Manager within ten (10) days of the occurrence giving rise to the grievance or within ten (10) days of the time the Employee should reasonably have been aware of the occurrence giving rise to the grievance and the General Manager shall give his/her written decision within a five (5) days period. The grievor and the steward will attend this meeting. Replies to the grievances will be sent to the Union with a copy to the grievor.

Group Grievance

- 6.3 The Company will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same.

Policy Grievance

- 6.4 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.

6.5 **Discharge Grievances**

A claim by an employee that he/she has been discharged will be dealt with at Step 6.2(b) above of the grievance procedure, provided the grievance is submitted within ten (10) calendar days after the discharge occurs.

- (i) Such grievances may be resolved by confirming the discharge, or by re-instating the employee with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- (ii) It is agreed that the stewards and the Union Representative will be notified immediately of the dismissal of any employee in the bargaining unit.

- 6.6 Any disciplinary action recorded on the employee's record shall be removed after an elapsed period of twelve (12) months from the time of the incident provided no further discipline of a similar nature has taken place.

- 6.7 The employee shall be notified in writing by the Employer, with full disclosure of the reasons for the disciplinary action, grounds for action, and/or penalty, with a copy to the Union Steward.

Representative of the Canadian Union of Public Employees

- 6.8 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.

- 6.9 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.

- 6.10 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.

- 6.11 Whenever the Employer asks any employee that is to attend a meeting regarding the application of discipline, or the investigation of a potential 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.
- 6.12 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.
- 6.13 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.
- 6.14 In the event the Company has a grievance, the Company and/or designate shall file the grievance in writing within ten (10) days of the circumstances giving rise to a grievance. The Union shall meet with the Company and/or designate within ten (10) days of the receipt of such grievance. In the event the Union do not provide redress satisfactory to the Company, the Company and designate may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.
- 6.15 The time limits specified herein may be extended by mutual consent.

Mediation

- 6.16 Once the Union or Employer has processed a grievance to arbitration, both parties may within forty (40) days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The Grievor(s) will attend the mediation meeting at the request of Union. Time spent in attendance at mediation during an employee's regular working hours shall be without pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

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 6.2(b) of the grievance procedure, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.
- 7.2 Timelines to refer grievances to arbitration may be extended by mutual agreement.
- 7.3 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.

- 7.4 Notwithstanding the foregoing either Party may make application for an expedited hearing pursuant to the provisions of the Ontario Labour Relations Act, 1995.
- 7.5 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.
- 7.6 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 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.
- 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

- 9.1 All employees shall be scheduled on the basis of forty (40) hours per week, eight (8) hours per day, including a one-half (1/2) hour paid meal or lunch / dinner break. This shall be the maximum hours of work to be paid at straight time rates of pay, however it shall not be construed as a guarantee of either a minimum or maximum of hours of work per day or per scheduled period. 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 five (5) consecutive days in advance of the scheduled work week. Schedules will be offered by seniority and will be selected beginning with the most senior. Changes to the posted schedules may not be made without at least 48 hours' notice to the affected employee.
- 9.2 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. 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.
- 9.3 The Parties agree that employees will, whenever possible, notify their manager with as much notice as possible 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.

- 9.4 All employees shall be entitled to a fifteen (15) minute rest break with pay during each half of the shift as scheduled by management. Should the Employer require an Employee to return to work during their break, they may return and restart the break when available.
- 9.5 When the Employer needs additional staff, they will call available and qualified staff by seniority beginning with the most senior.
- 9.6 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) consecutive 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. 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.
- 9.7 Any 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.
- 9.8 No shift of less than three (3) hours will be scheduled.
- 9.9 Any employee who is entitled to paid overtime in accordance with this Article, or to compensation for premium pay as set out in Article 13, may elect time off or a portion thereof in lieu of payment. An employee may accumulate time off up to a maximum of three (3) weeks at any one time. The time off will be taken at a time which is mutually convenient to the individual and the Company.

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 length of unbroken service. A break in service is defined as an absence of greater than thirty (30) consecutive days.
- 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 Donald Gordon Conference Centre, 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 two (2) years.

10.6 (a) A new employee shall be on probation until he/she has completed sixty (60) 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 sixty (60) working days.

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 nor shall they be required to have a trial period as described in Article 11.1 (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. Any employee who has completed their sixty (60) days of probation may be dismissed but only for just cause.

10.7 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, positions, and service and seniority of all employees.

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.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- 11.1 Whenever a new job is created or when a vacancy occurs, notice shall be posted on the same boards and at the same time as the work schedules, for five (5) full working days. 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, and wage rate.
 - (b) Each application must be submitted in writing during the five (5) day posting period;
 - (c) Subject to the foregoing, vacancies shall be filled on the basis of seniority provided that the employee meets the qualifications and can demonstrate the ability to perform the normal duties of the posted job (any employee who is in a full-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 five (5) 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 sixty (60) 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 Employer may, during this trial period, return the employee to his/her former position where the employee is incapable of performing the job.
- 11.2 Temporary transfers within the same classification or temporary promotions for periods in excess of ten (10) working days will be selected according to Article 11.1.

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 thirty (30) 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.
 - (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.

12.1 Continued

- (d) Each employee receiving a notice of lay-off will have five (5) working days from the thirty (30) 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) The employee will 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.
 - (f) Once a job has been identified, the employee affected by the lay-off will be given five (5) working days from the thirty (30) 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 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.
- 12.3 Employees who are to be laid off for an extended period 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.
- 12.4 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.
- 12.5 The General Manager will confer with the Stewards and the Vice President 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.
- 12.6 In the event of periods of work shortage consisting of five (5) or more workdays in a seven (7) day period, records of employment will be issued to employees requesting same. Employees may use vacation banks at this time if they choose. The Employer shall give at least ten (10) days' notice of any such work shortage period.

ARTICLE 13 – PREMIUM PAY

- 13.1 Any employee required to perform work in a lower job classification will be paid at their normal rate for all hours worked.
- 13.2 A shift premium of one dollar (\$1.00) per hour shall be paid for all employees who work night shifts between 11:00 p.m. and 7:00 a.m.

ARTICLE 14 – UNIFORM AND CLOTHING ALLOWANCE

- 14.1 The Employer agrees to provide:

Employees who work over twenty-four (24) hours per week on a regular basis:

- 3 sets of uniforms for new employees
- 3 sets of uniforms for all employees when new uniforms are introduced
- 2 sets of uniforms each year to existing employees
- 1 shirt appropriate for hot weather per department

Employees who work twenty-four (24) hours or less per week on a regular basis:

- 2 sets of uniforms for new employees
- 2 sets of uniforms for all employees when new uniforms are introduced
- 1 set of uniforms each year to existing employees
- 1 shirt appropriate for hot weather per department

Effective from the date of ratification, the Employer agrees to reimburse employees who require safety shoes for performing their duties, up to seventy-five dollars (\$75) every year for the purchase of safety shoes upon proof of purchase through the Employer approved supplier.

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

In addition, the Employer will provide work gloves, rain wear and appropriate footwear, to employees who require these items to perform his/her duties. As well, the Employer will provide a parka for outdoor use to those employees who require it to perform his/her duties.

ARTICLE 15 - STATUTORY HOLIDAYS AND PERSONAL DAYS

- 15.1 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 | Victoria Day |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Family Day | |

- 15.2 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 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 All Employee(s) who work twenty-four (24) hours or less per week on a regular basis are eligible for three (3) non-cumulative paid personal days per calendar year.

ARTICLE 16 – VACATIONS

- 16.1 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	4%
After attaining 2 years	6%
After attaining 10 years	8%
After attaining 17 years	10%

- 16.2 Vacation pay shall be calculated on the gross pay received for the pay period and paid on each pay, unless the employee wishes to receive it at the time their vacation is taken.

16.3 Vacation time may be taken annually by employees in accordance with the following table:

<u>Continuous Service as of the Original Date of Employment</u>	<u>Vacation Time</u>
Less than 2 years	2 weeks
After attaining 2 years	3 weeks
After attaining 10 years	4 weeks
After attaining 17 years	5 weeks
After attaining 25 years	One (1) day per year to thirty (30) years

ARTICLE 17 - BEREAVEMENT PAY

17.1 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, foster child, mother-in-law, father-in-law and grandchild – five (5) days.

All other relatives - three (3) days.

One (1) of the days above may be deferred for up to twelve (12) months from date of death for a future memorial service.

17.2 Additional time off may be granted if requested to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

17.3 Bereavement entitlement will not be extended to employees who are absent from work while on STD, LTD, WSIB.

17.4 When a death in the immediate family happens while on vacation, the above days shall be regarded as bereavement and those vacation days affected shall be rescheduled with the employee's manager.

ARTICLE 18 - BULLETIN BOARDS

18.1 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.

ARTICLE 19 - SICK LEAVE

19.1 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.
- (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 fifty (150) 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.

- (b) 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.

19.2 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.

19.3 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.

19.4 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 unreasonably denied.

ARTICLE 20 – RETIREMENT

20.1 Where an employee retires from the Company, they may be returned and retain their seniority provided it is within six (6) months of their retirement.

- 20.2 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.
- 20.3 An employee who retires 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 19. For the purposes of this Article, early retirement shall not mean retirement caused by the replacement of the Company by another food service contractor.
- 20.4 Effective ratification the Company will establish a voluntary matching RRSP of up to four percent (4%) of earning for each employee choosing to participate in the plan.

ARTICLE 21 – EMPLOYEE BENEFIT PLANS

- 21.1 The Employer shall provide the following benefit plans as specified in the current group insurance booklet of Great West Life (Division 15, Class 38) for all 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 \$25,000 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;
 - (4) The Employer shall provide a Vision Care Plan of two hundred and fifty (\$250.00) dollars per twenty-four (24) month period;
 - (5) Paramedical Services at one hundred percent (100%) reimbursement to a maximum of:
 - (i) psychologist, speech therapist –three hundred \$300 per person per year;
 - (ii) chiropractor, podiatrist, naturopath, osteopath, massage therapist, acupuncturist – five hundred (\$500.00) dollars combined maximum per person each year;
 - (iii) physiotherapist – 100% of all reasonable costs as needed.
 - (6) Hearing Aids - one thousand (\$1000.00) dollars every 4 years
 - (7) Custom fitted orthopaedic shoes – 1 pair each calendar year.
Orthotics – five hundred (\$500.00) dollars per twenty-four (24) month period for inserts.

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

21.1 Continued

- (8) Semi Private Hospital room
- (9) 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.
- (10) Employee Assistance Plan (Lifeworks)
- (c) 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.
- (d) The Union and each member shall be provided with a copy of all benefit plans and any amendments to the plans.
- (e) All benefit changes, if required, shall commence on the first day of the month following date of ratification.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 The pay period shall be each fourteen (14) days, beginning Saturday morning at 12:01 a.m. unless the employee is on the 11:00 p.m. to 7:00 a.m. shift in which case the full shift will be credited to the Friday.

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 **Monthly Gratuity**

On June 1st and December 1st in each year, the employer will pay to each employee their share of the gratuity collected in the previous three (3) month period. A new employee will receive a pro-rated amount for the period they have worked in that three (3) months. Each month the employer will provide a list of all events and amounts of gratuity paid on them by the thirtieth (30th) day.

22.4 **Parking**

Employees shall be permitted parking space on the property of Donald Gordon Conference Centre when parking is available.

22.5 **Meal Plan**

All employees, except those who work twenty-four (24) hours or less, shall be enrolled in the Employers meal plan. The cost is per meal. All items within the meal plan shall be consumed at Donald Gordon Conference Centre. A meal and a beverage list of included items will be established by the Employer. A meal will be provided for every shift. Dietary concerns will be honoured.

Upon Ratification	\$1.75 plus applicable taxes
July 1, 2019	\$2.00 plus applicable taxes
July 1, 2020	\$2.25 plus applicable taxes

ARTICLE 23 - UNION MANAGEMENT COMMITTEE

- 23.1 It is agreed that a committee will be established of up to three (3) regular members each from Union and Management which shall meet monthly to discuss matters of mutual concern, to apprise the other of problems, concerns, and suggestions related to the operations and the work force all with the aim of promoting better understanding between the parties. 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) 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. The co-chair may use an alternate member of the Union Management Committee to take the minutes.

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 one 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 and Parental 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 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**

Three (3) employees of the bargaining unit who have been elected or appointed to represent the Union on the Negotiation Committee shall be granted two (2) days 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.

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.

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 one (1) day of written request from the employee.

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 Workplace 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 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 Article 27.1 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 sought 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 - ELIGIBILITY

- 28.1 All Employee(s) who work more than twenty-four (24) hours per week on a regular basis are eligible for the following Articles.
- (i) Article 19 - Sick Benefits
 - (ii) Article 20 - Retirement Plan
 - (iii) Article 21 - Employee Benefit Plan
- 28.2 All new Employee(s) who are eligible under Article 28.1, shall be enrolled in the above mentioned Articles after the mandatory three (3) month waiting period.

ARTICLE 29 – TECHNOLOGICAL CHANGES

- 29.1 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.
- 29.2 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.
- 29.3 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 months prior to any of the changes being incorporated.

ARTICLE 30 – DURATION AND TERMINATION

- 30.1 This agreement shall remain in force and effect from 1st of July, 2018 until 30th of June, 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.
- 30.2 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.

Signed this _____ day of _____, 2019.

SIGNED ON BEHALF OF
SODEXO-DONALD GORDON
CONFERENCE CENTRE

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229.3

:mh/cope491, July 4, 2019

SCHEDULE “A” WAGES

The following wages shall apply to the following classifications during the life of this Agreement.

CLASSIFICATION	UPON RATIFICATION	July 1,2018 increase 1.75%	July 1,2019 increase 1.75%	July 1,2020 increase 2.00%
1 st Cook		\$20.40	\$20.76	\$21.18
Prep Cook		\$18.11	\$18.43	\$18.80
Porters		\$17.50	\$17.81	\$18.17
Front Desk	\$14.60	\$14.86	\$15.12	\$15.42
Bartender	\$14.60	\$14.86	\$15.12	\$15.42
Wait Staff	\$14.60	\$14.86	\$15.12	\$15.42
Housekeeping	\$14.60	\$14.86	\$15.12	\$15.42
Dishwasher	\$14.60	\$14.86	\$15.12	\$15.42
Lead Hand	\$1.00 plus an hour			

All Employees over the wage grid will be Red Circled at their wage rates of June 27, 2015. Red Circled Employees will receive a lump sum of 1.5% on actual time worked paid monthly until the Schedule “A” matched or exceeds their Red Circled rate.

LETTER OF UNDERSTANDING - RE: JOINT JOB EVALUATION

Between

SODEXO – DONALD GORDON CONFERENCE CENTRE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229.3**

The parties herein agree that they will enter into a joint job evaluation process for the purposes of establishing internal equity in the bargaining unit by implementing and maintaining an internal equity wage schedule(s) that is pay equity compliant. The parties agree to meet prior to February 28, 2016 to begin the process of establishing the committee and training. The parties agree that they will use the CUPE Plan to achieve internal equity and that the results will be implemented upon completion of the process.

Signed this _____ day of _____, 2019.

SIGNED ON BEHALF OF
SODEXO-DONALD GORDON
CONFERENCE CENTRE

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229.3

LETTER OF UNDERSTANDING - RE: GREATER BENEFITS

Between

SODEXO – DONALD GORDON CONFERENCE CENTRE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229.3**

The Employer agrees that whenever there is a greater benefit to Articles 19, 20 and/or 21 herein for employees at the Queen’s Campus site of Sodexo than the Donald Gordon Conference Centre site of Sodexo, that this collective agreement shall be reflective of that greater benefit at the same time.

Signed this _____ day of _____, 2019.

SIGNED ON BEHALF OF
SODEXO-DONALD GORDON
CONFERENCE CENTRE

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229.3

LETTER OF UNDERSTANDING - RE: BENEFITS AND VACATION CONTINUANCE

Between

SODEXO – DONALD GORDON CONFERENCE CENTRE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 229.3**

All Employees at ratification who have benefits with the employer shall continue with benefits regardless of the hours of work scheduled.

All Employees at ratification who have greater vacation pay percentage and/or greater vacation time than allocated in Article 16 herein will continue to maintain them.

Signed this _____ day of _____, 2019.

SIGNED ON BEHALF OF
SODEXO-DONALD GORDON
CONFERENCE CENTRE

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 229.3

