

REGULAR EMPLOYEE AGREEMENT

"B" AGREEMENT

Between:



SODEXO CANADA LTD.
(HEREINAFTER CALLED "EMPLOYER")

PARTY OF THE FIRST PART

And:



CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1295
(HEREINAFTER CALLED "THE UNION")

PARTY OF THE SECOND PART

March 1, 2018 through February 29, 2020

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Between:

SODEXO CANADA LTD
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1295
(hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations 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.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right and function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, direct, transfer, promote and lay-off; schedule,

- (c) Discharge, suspend or otherwise discipline employees for just cause;
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to determine the work to be done, locations, methods, control and use of facilities, supplies, equipment and other property;
- (e) The Union recognizes the right of the Employer to make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of its business, including the above, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all student employees at Brock University in the Regional Municipality of Niagara, Ontario, save and except office staff, managers, persons above the rank of manager, and those persons covered by the subsisting agreement between Sodexo Canada Ltd. and the Canadian Union of Public Employees.

3.02 Work of the Bargaining Unit

Managers and non-union employees shall not normally perform bargaining unit work, except for instruction, for inspection of work performed, in case of unavoidable staff shortages, or emergencies beyond the control of both parties to this Agreement. For the purpose of instruction, the manager shall notify the affected employee and a union steward.

3.03 For the purpose of this Agreement

Students shall be defined as those employees in the bargaining unit who are attending school and employed during the school vacation period and/or those who are employed during the school year.

3.04 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.

3.05 *No Strike or Lock-Outs*

There shall be no strike or lock-out so long as this Agreement continues to operate. "Strike" and "Lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 4 - NO DISCRIMINATION

4.01 *Employer Shall Not Discriminate*

There shall be no discrimination, restraint, or coercion exercised or practiced with respect to any employee by reason of race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, nor by reason of his membership or activity in the Union or any other reason.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 *Check-Off Payments*

The Employer shall deduct from every employee any dues or equivalent of dues, initiation fees, or assessments uniformly levied by the Union on its members.

5.02 *Deduction*

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th day of the month, accompanied by a list of names and hours worked, changes to addresses and classifications in months where these occur. Twice annually a complete list of addresses and classifications will be sent with the deductions.

5.03 *Dues Receipts*

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 *Potential Employees*

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

6.02 *Copies of Agreement*

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of the Collective Agreement. Sufficient copies of the Collective Agreement shall be produced by the Employer and distributed by the Union so that new employees and each member of the bargaining unit shall receive a copy. The Employer will bill the Union for fifty percent (50%) of the cost for producing the contracts.

- 6.03 A representative of the Union shall be given an opportunity to meet each new employee within regular working hours at a mutually agreed upon time, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Union.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Food Service Director and the Union official with copies to **management**, ~~the Chairperson of Sodexo Canada Ltd.,~~ Local President of Local 1295 and National CUPE Representative.

Correspondence regarding contract negotiations and grievance arbitrations shall be between the Employer designee and the Union National Representative with copies to the parties representatives at Brock University.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 It is agreed that a Committee will be established of six (6) members from Union and six (6) members from Management which shall meet monthly to discuss matters of mutual concern with the objectives of promoting and improving the performance of the operations in which they are engaged.

An agenda for the meeting will be prepared in advance by the Union and Management and exchanged at least three (3) days prior to the meeting. Subsequent to the meeting, minutes of the meeting will be prepared, reviewed and approved.

At least three of the Management members will be Unit Managers. Both parties, by mutual consent, will have the right to invite guests to meetings who can contribute constructively to items on the agenda.

This Committee shall not have the power to add to, amend or delete any part of the Collective Agreement. This Committee shall represent all employees covered by the "A" and "B" Agreements.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers in writing. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business. Such Union Officers shall represent all employees covered by the "A" and "B" Agreements.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than six (6) members of the Union. The Union will advise the Employer of the Union members of the Committee. Negotiations shall be conducted jointly for all employees covered by the "A" and "B" Agreements.

9.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/Advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance at a mutually agreeable time.

9.04 Time Off for Meeting

Any representative of the Union or the Bargaining Committee or the Grievance Committee who is in the employ of the Employer, shall have the right to attend meetings between the Union and the Employer held within working hours without loss of remuneration for the hours of work he/she had been scheduled for that day.

Should any employee's end of shift occur during the time that they are in attendance at the Labour Management Committee meeting or the Grievance Committee meeting, such employee will be compensated at straight time rate of pay for time spent at the meetings.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.02 Designated Number of Stewards

The Employer recognizes the right of the Union to designate six (6) Stewards.

A Steward will have the right to represent employees covered by the "A" and "B" Agreements.

10.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

10.04 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

10.05 Permission to Leave Work

The Union recognizes that each Steward and Chief Steward is employed full-time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward or Chief Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within a reasonable time.

10.06 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

10.07 Settling of Grievances

It is the mutual desire of the parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed his/her complaint with his/her immediate supervisor without satisfaction. The employee may, if he/she wishes, be accompanied by his/her steward or in the steward's absence, the chief steward. Should any difference arise between the employer and any employee from the interpretation, application, administration of alleged violation of

the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner.

STEP 1

Within five (5) working days of the incident involved or within five (5) working days of when he/she could be reasonably expected to have knowledge of the incident involved, the aggrieved employee(s) will submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/her grievance to the Chief Stewards and/or another member of the Grievance Committee. At each step of the Grievance Procedure, the grievor shall have the right to be present.

STEP 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's Manager and submit the grievance to the Manager within five (5) working days of receipt of the grievance. The Manager will respond in writing within five (5) working days.

STEP 3

Failing satisfactory settlement within four (4) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Food Service Director a written statement of the particulars of the grievance and the redress sought. The Food Service Director shall meet with the Union Grievance Committee within four (4) working days of receipt of the written statement. The Food Service Director shall render this decision within four (4) working days of the meeting.

STEP 4

Failing a satisfactory settlement being reached in Step 3, the F.S.D. or his representative shall meet with the Union Committee and render his/her decision within seven (7) working days from the date of the meeting.

STEP 5

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

10.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of the Article may be by-passed.

10.09 Grievance on Safety

An employee or a group of employees, who are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

10.10 Replies in Writing

Replies to grievances stating reasons of both parties shall be in writing at all times.

10.11 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

10.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Any changes have to be in writing and signed by both parties.

10.13 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable. This Article 10.13 shall not be interpreted in such a manner as to allow either party to the Collective Agreement to raise additional matters unrelated to the original grievance.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson.

The party submitting the grievance to arbitration may choose to select a single Arbitrator route. In this case the parties agree to select a sole Arbitrator by mutual agreement, failing which the party submitting the grievance to arbitration may request an appointment be made by the Minister of Labour of Ontario.

11.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson **within** fourteen (14) calendar days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

11.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

11.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties.

11.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.09 Mediation

Once the Union or Employer has processed a grievance to arbitration, both parties may within ten (10) 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. Time spent in attendance at mediation during an employee's regular working hours shall be with 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.

The time limits specified herein may be extended by mutual consent.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.01 Employer's Right

The Employer has the right to maintain discipline including the right to discharge or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the responsibility of the Employer. The employee and the Union shall be advised promptly in writing by the Employer of the reasons for any suspension or discharge.

12.02 Progressive Discipline

The Employer subscribes to the philosophy of "progressive discipline" in other than serious instances requiring immediate discharge. As appropriate, the employer will issue verbal and written reprimands.

12.03 Right to Have Steward Present

Under normal circumstances an employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

Any disciplinary action imposed upon an employee by the Employer with which the employee disagrees may be processed through the regular grievance procedure.

12.04 Access to Personnel File

With twenty-four (24) hours prior notification an employee shall have the right at any time to have access to and review his/her personnel file. An employee may request that inaccurate or misleading information be removed from his or her file. If such a request is denied by the Director, the request shall be reviewed by the District Manager. All disciplinary warnings and appropriate backup information shall be removed from an employee's record twelve (12) months from the date of issue.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority shall be used in determining preference or priority for promotion, transfers, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

Seniority shall operate on a bargaining unit wide basis.

Student employees moving from the "B" Agreement bargaining unit with the "A" Agreement bargaining unit shall be credited with fifty per cent (50%) of their seniority earned while a "B" Agreement employee. The new length of seniority will be transferred to days (2 ½ days per week) in order to establish a position on the casual list with the "A" agreement.

Casual employees will earn seniority on the basis of days worked to a maximum of five (5) days per week. This shall not limit a casual from working in excess of five (5) days per week.

A casual employee who receives a permanent posting within the "A" agreement bargaining unit will be credited with 100% of his/her seniority date, provided that the maximum seniority allowed will be less than the lowest seniority of an "A" agreement posted bargaining unit employee.

Employees returning from an approved leave of absence for the purpose of education shall be credited with their full seniority as of the date of commencing such leave, plus any additional seniority acquired as an employee under the "B" agreement as per the preceding paragraphs.

13.02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, a lottery shall be held in the presence of the affected employees and a union representative to determine the order on the seniority list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards monthly.

13.03 *Probation for Newly-hired Employees*

A newly-hired employee shall be on probation for the first ninety (90) calendar days of his/her employment, and should the employee not have worked ~~20~~ 40 days during this 90 calendar day period, the probationary period will be extended until such time as the ~~20~~ 40 days worked has been achieved.

Upon the successful completion of an employee's probationary period, seniority shall be effective from the original date of employment.

During the probationary period an employee may be terminated at any time without reference to the seniority provisions or grievance procedure set out in this agreement.

13.04 *Possible Reasons for Loss of Seniority*

An employee will lose his/her seniority and employment status for any of the following reasons:

- (a) Resignation which is not withdrawn within two (2) days;
- (b) Discharge for just cause;
- (c) Continuous layoff in excess of the employee's length of seniority or twenty-four (24) months, whichever is less;
- ~~(d) Absence due to illness in excess of the employee's length of seniority or two (2) years, whichever is greater;~~
- (e) Absence from work for three (3) consecutive working days without proper notification to the Employer unless the employee was unable to do so;
- (f) Failure to report for work from layoff within five (5) days after receipt of notice by registered mail to the last address of record;
- (g) Failure to return from vacation or leave of absence on the date designated, unless such absence was extended by the Employer or the employee. The request and extension will be writing at all times, except for situations caused by acts of God or situations where it is impossible for the employee to contact the employer;
- (h) Use of leave of absence for other than reasons requested and approved.

13.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

No student shall exercise his/her seniority against a regular employee for a regular full-time or part-time position. However, a student who applies for a regular position shall be given first preference over someone outside of the "A" and "B" bargaining units when filling such vacancies, provided such student employees are qualified and capable of performing the available work. Positions to be filled shall be posted on the bulletin board for five (5) working days within one week of the vacancy.

14.02 Information on Postings

Such notice shall contain the following information:

Classification, minimum qualifications, shift, hours of work, wage rate, location and date. Such qualifications may not be established in an arbitrary or discriminatory manner.

Posting will state that the current job description can be found in the job description binder located at the Retail and Residence Managers offices board.

14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) **The principle of promotion within the service of the Employer, and**
- b) **That job opportunity should increase in proportion to length of service assuming that employees ~~are qualified~~ meet the minimum qualifications.**

Therefore, in making staff changes, transfers, promotions, appointment shall be made of the applicant with the greatest of seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within four (4) working days of the posting removal.

Following appointment, the position shall be filled by the next work schedule or two (2) weeks, whichever is less.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement and/or an employee's hours of work.

15.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority.

15.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.05 Notice of Layoff

Notice of layoff shall be in writing and in accordance with the Ontario Employment Standards Act.

15.06 Pay Cheques of Laid-Off Employees

The Employer agrees that if pay cheques of laid-off employees are not picked up on the first day available, they shall be mailed to the laid-off employee's home address.

15.07 Processing of Unemployment Forms

The Employer will make every effort to hasten the processing of R.O.E.'s and to enlist the assistance of E.I. to expedite the processing.

ARTICLE 16 - HOURS OF WORK/SCHEDULING [ACADEMIC AND NON-ACADEMIC YEAR]

~~16.01 The hours of work and the number of days per week shall be as scheduled by the Employer.~~

~~16.02 During the periods from Labour Day through December 31st and January 1st through March 30th, the normal hours and days of work for each student employee shall be posted at least one (1) week in advance. Once posted, the schedule shall not be changed without the knowledge of the employee.~~

16.01 Regular Daily and Weekly Hours

All 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; 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. 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 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.

16.02 Scheduled shifts shall not be changed without the knowledge of the employee(s) involved and with notice to the employee, in accordance with Bill 148, 72 hours before the end of the employee's previous shift.

ARTICLE 17 - OVERTIME

17.01 Overtime shall be defined as hours worked in excess of forty (40) hours per week and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

17.02 An employee who has worked overtime may choose to take equivalent time off in lieu of overtime payment at a mutually agreed upon time.

17.03 NEW

Weekend premium of twenty-five cents (\$0.25) per hour shall be paid for all hours worked from Friday 10:00 p.m. to Monday 5:00 a.m.

ARTICLE 18 - Holidays

18.01 Paid Holidays

Student employees shall be given paid holidays and holiday pay in accordance with the Ontario Employment Standards Act as amended from time to time.

ARTICLE 19 - VACATIONS

- 19.01 Students employed during the school year shall be given vacation pay in accordance with the Ontario Employment Standards Act as amended from time to time.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 Employees shall be granted maternity and paternity leave in accordance with the Ontario Employment Standards Act.
- 20.02 An employee shall be entitled to emergency leave of absence in each calendar year in accordance with Employment Standards Act.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Day

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Punch details shall be reviewed the Wednesday prior to pay day and the pay stubs shall be reviewed on the Friday pay day.

21.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

21.03 Cash Shortages

An employee handling cash shall not be financially responsible for shortages, except in the case of criminal negligence.

21.04 Parking

Starting September 1st of each year, employees may elect to have the cost of university parking deducted from their bi-weekly paychecks. The deductions for parking will be pro-rated over the eight (8) months of the academic year, regardless of the type of parking pass purchased.

ARTICLE 22 - HEALTH AND SAFETY

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

-
- 22.03 Any error in a pay cheque which results in a shortage of thirty-five dollars (\$35.00) or more shall be paid to the employee on the second working day following the day the shortage was brought to the attention of the Employer.
- 22.04 Employees shall not leave the job site during their scheduled shifts without permission from Management.
- 22.05 It shall be the obligation of each employee covered by the terms of this agreement to inform the Food Service Director of his/her current address and telephone number.
- 22.06 In the event of an employee injury at the workplace, the Employer, at their expense, shall supply transportation for the injured employee to receive medical attention except where transportation costs are covered by insurance.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

23.02 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of reference on request.

23.03 Uniform Shirts

The Employer shall provide two (2) uniform shirts per year for each employee.

23.04 Job Descriptions

The Employer will supply the union with current job descriptions of all classifications for which the union is the bargaining agent.

All job descriptions will be inserted into a binder that will be located in the Retail Manager and Residence Manager's Office.

ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS

24.01 Present Conditions to Continue

All benefits and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

24.02 The Employer agrees to meet and discuss with the Union any anticipated technological, operational changes, implementation of policies or changes in duties of classifications which will have a significant impact on bargaining unit employees, sixty (60) days prior to their implementation, whenever possible.

ARTICLE 25 - GENERAL

25.01 *Plural or Feminine Terms May Apply*

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 26 - TERM OF AGREEMENT

26.01 *Duration*

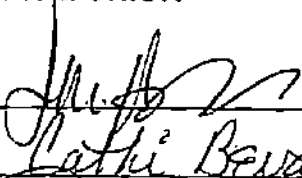
This Agreement shall be binding and remain in effect from **March 1, 2018 to February 29, 2020** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

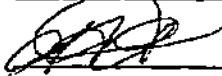
26.02 *Notices of Changes*


Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.


Signed this _____ day of _____, 2019.


FOR THE UNION



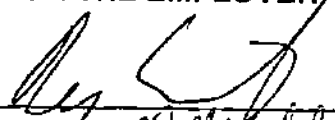
Cathi Bevan










FOR THE EMPLOYER







SCHEDULE "A" - WAGES

MARCH 1, 2017

STUDENT	\$11.60	Should the minimum wage increase, the differential of the increase will be added to the current rate.
HEAD WAITER	\$.25 ABOVE STUDENT RATE	

MARCH 1, 2018

STUDENT	\$11.80	Should the minimum wage increase, the differential of the increase will be added to the current rate.
HEAD WAITER	\$.25 ABOVE STUDENT RATE	

MARCH 1, 2019

STUDENT	\$12.04	Should the minimum wage increase, the differential of the increase will be added to the current rate.
HEAD WAITER	\$.25 ABOVE STUDENT RATE	

LETTER OF UNDERSTANDING

BETWEEN:

SODEXO CANADA LTD.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1295

Re: Meal Allowance

The parties agree that interpretation of Article 22.06 between CUPE Local 1295 and Sodexo Canada Ltd. "A" Agreement is:

Employees who are entitled to a lunch break as defined in Article 16.05 of the "A" Collective Agreement will be deducted one dollar twenty-five cents (\$1.25) meal allowance.

Article 16.05 of the "A" Collective Agreement states each employee who works a six (6), seven (7) and eight (8) hour shift will be entitled to a lunch break. Only those employees who work six (6) hours or greater will be entitled to the benefit under Article 22.06 of the "A" Agreement.

Article 22.06 of the "A" Agreement – "The Employer shall provide a meal as well as a beverage during rest period for its employees at a cost of one dollar twenty-five cents (\$1.25) per day worked. This applies to employees eligible to receive dinner. Eating on the job site at times other than at meal or break periods is not permitted."

Effective March 1, 2014 meal period deductions will increase to \$1.50 per day worked.

Signed this _____ day of _____, 2019.

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1295

Signed on behalf of
SODEXO CANADA LTD.
