

**Collective Agreement**

**between**

**Sodexo Canada Ltd**

**University of New Brunswick, Fredericton**

**and**

**Canadian Union of Public Employees Local 2266**

**Expiry Date June 30, 2018**

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This agreement made this 14 day of November, 2014

BETWEEN: Sodexo Canada Ltd., U.N.B., Fredericton, New Brunswick hereinafter called the "Employer", Party of the First Part.

AND: Canadian Union of Public Employees and its Local 2266, hereinafter called the "Union", Party of the Second Part.

### **PREAMBLE**

It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

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 1 - MANAGEMENT RIGHTS**

1.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

### **ARTICLE 2 - RECOGNITION AND NEGOTIATION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2266 as the sole and exclusive collective bargaining agent for all food services and catering personnel for the U.N.B. campus, save and except the manager, assistant manager, unit manager, supervisors, executive chef, chef managers, chefs, office staff, students employed for less than **twenty-two (22)** hours per week, and those excluded by the *Industrial Relations Act*; and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 No other agreements – No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this collective agreement.

2.03 Employees outside the bargaining unit shall not perform bargaining unit work.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 There shall be no discrimination exercised or practiced by either party against the other for any reason whatsoever.

### **ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT**

- 4.01 All Employees in the Bargaining Unit to be Members. All employees of the Employer shall, as a condition of employment, remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the union **on the onset** of employment.
- 4.02 The Employer will notify the Union Treasurer on a monthly basis of any newly hired employees.

### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01 The employer shall deduct from the wages due every employee an amount equal to the regular monthly due of the Union.
- 5.02 The sums deducted pursuant to this article in any month shall be remitted to the designated official of the Union not later than the 15th day of the month following. Deductions shall be made every pay day. The Union will keep the Employer advised of the name and address of its designated official.

### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

- 6.01 **Potential Employees** - The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect.
- 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. The cost of printing the Collective Agreement will be shared 50/50 by the parties.
- 6.03 **Interviewing Opportunity** - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, 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 Employer and the Union.

## **ARTICLE 7 - CORRESPONDENCE**

7.01 All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the Food Services Director and the Secretary of the Union.

A copy of any correspondence between the Employer, or his/her designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Union or his/her designate.

7.02 The Union Secretary will notify the Employer of any changes to the Union Executive.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

8.01 A labour management committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public, and co-operation between the Union and the Employer.

8.02 **Function of Committee** - The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (2) Improving and extending services to the public.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (5) Correcting conditions causing grievances and misunderstandings.
- (6) The Committee shall endeavour to verify information and facts and sort out the issues presented before dealing with them.

8.03 **Meetings of Committee** - The committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

8.04 **Chairperson of the Meeting** - An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.05 **Minutes of Meeting** - Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the Minutes within seven (7) days following the meeting.

- 8.06 **Jurisdiction of Committee** – The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **ARTICLE 9 - REPRESENTATIVE OF CANADIAN UNION**

- 9.01 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 advisers when dealing or negotiating with the Employer.

#### **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

- 10.01 Any reports or recommendations about to be made dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 **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 Steward shall assist any employee, whom the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. In any event, when an employee feels he/she has been aggrieved, before proceeding to Step 1 of the grievance procedure, the employee, the Shop Steward and the Supervisor shall meet, within a week (5 days) to discuss the complaint or possible grievance. The Supervisor will respond to the complaint or alleged grievance verbally within one (1) day of the meeting. Failure to resolve the complaint or alleged grievance, the employee will proceed to Step 1 of the grievance procedure.
- 11.02 **Names of Stewards** - The Union shall notify the Employer in writing of the names of each Steward and the department(s) he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.
- 11.03 **Permission to Leave Work** - No Steward shall leave his/her work without obtaining the permission of his/her supervisor, and no steward shall go into another unit without conferring with the supervisor before entering, for which permission shall be given within an (1) hour.
- 11.04 **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. The grievance shall be legible and contain all of the relevant information necessary to resolve the grievance.

- 11.05 **Settling of Grievances** - An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**STEP ONE** - Within ten (10) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance with details of the complaint in writing either by personal service or by mailing by registered mail, to the Unit Manager. If the employee received no reply or does not receive satisfactory settlement within five (5) working days from the date on which he presented his grievance to the person designated as the first level in the Grievance Procedure, the employee may proceed to Step Two.

**STEP TWO** - Within five (5) working days from the expiration of the five (5) day period referred to in Step One, the employee may present his grievance in writing, either by personal service or by mailing by registered mail to the Director of Food Service. If the employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within five (5) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

**STEP THREE** - Within five (5) working days from the expiration of the five (5) day period referred to in Step Two, the employee may present his grievance in writing either by personal service or by mailing it by registered mail to the Regional Director. Any settlement proposed by the Employer at the levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within five (5) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance at the final level, the employee may refer his grievance to Arbitration as provided in Article 12 (Arbitration) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated at the final level.

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

- 11.07 **Deviation from Grievance Procedure** - After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

- 11.08 **Grievance on Safety** - An employee, or a group of employees, requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

- 11.09 In the event an employee grieves that his layoff is in violation of Article 16 (Layoff and Recall) his grievance may be initiated at Step Two of the Grievance Procedure within five (5) days after the alleged grievance has arisen.

11.10 **Replies in Writing** - Replies to grievances stating reasons and details shall be in writing at all stages.

11.11 **Technical Objections to Grievance** - No grievance shall be defeated or denied by any formal or technical objection as per Section 55 of the Industrial Relations Act.

#### **ARTICLE 12 – ARBITRATION**

12.01 The provisions of the *Industrial Relations Act* governing the arbitration of grievances shall apply to grievances lodged under the terms of this agreement.

#### **ARTICLE 13 - DISCIPLINE SUSPENSION AND DISCHARGE**

13.01 No employee who has completed his probationary period shall be disciplined except for just cause.

13.02 A written reprimand or suspension with pay may be administered by an employee's Unit Manager. Suspension without pay or discharge may be administered by the Food Service Director.

13.03 Where an employee is disciplined as stated in Article 13.01, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates. A copy of such notice shall be sent to the Union.

13.04 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.

13.05 Where an employee alleges that he has been disciplined in violation of Article 13.01 he may, within five (5) working days of the date of the discipline, invoke the grievance procedure including arbitration as set out in this agreement, and for the purpose of a grievance alleging discharge or suspension, he shall lodge his grievance at the final level of the grievance procedure.

13.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this agreement, which he alleges have been contravened by the Employer.

13.07 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 13.01, the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits, which he shall not lose, is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.



- 13.08 A suspension without pay shall be for a specified period of time not exceeding five (5) consecutive working days.
- 13.09 The record of an employee shall not be used against him at any time after twelve (12) working months following a suspension or other disciplinary action, including a letter of reprimand or warning unless an event of a similar nature occurs at which time the previous disciplinary record will remain on file for a further twelve (12) months.
- 13.10 An employee may review his record upon reasonable notice to the Employer of his desire to do so and may have information from his personal file copied.
- 13.11 When an employee is given a verbal or written warning, suspension or discharge, he shall be given the reason in the presence of the Union President, Vice-President or a Union Steward.

#### **ARTICLE 14 - SENIORITY**

- 14.01 **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 will accumulate during maternity leave, paternity leave, parental leave, sick leave up to one (1) year, Workers' Compensation, and leave of absence up to three (3) months. Seniority shall be used in determining preference or priority for overtime, promotion, transfer, demotion, layoff, permanent reduction of the working force and recall and Statutory Holidays, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 14.02 **Seniority List** - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and vacation entitlement for each employee. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be posted on all bulletin boards in January and September of each year.

The Employer shall send a copy of the seniority list to the secretary of the union showing the date upon which each employee's service commenced, the number of accumulated sick day credits, vacation entitlement, work unit for each employee and weekly scheduled hours in January and September of each year. Because of privacy legislation, the information on the list provided to the Union cannot be posted on the union bulletin board.

Copies of the union seniority list shall not be given to individual members or outsiders.

- 14.03 **Probation for Newly Hired Employees** - A newly hired employee shall be on probation only for the first ninety (90) calendar days for all employees. During the probationary period, the employee shall be entitled to all applicable terms and conditions listed in this agreement. Seniority shall be effective from the original date of employment.

14.04 **Loss of Seniority** - An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

An employee shall lose all seniority rights in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) He/she resigns and does not withdraw within one (1) day.
- (3) He/she fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (4) He/she is on lay-off for more than twelve (12) months.
- (5) He/she fails to report to work without just reason.
- (6) He/she is absent due to health related reasons more than thirty (30) months.

14.05 **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. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

#### **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

15.01 **Job Postings** - When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent; either inside or outside the bargaining unit; the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for seven (7) days, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date. During the posting period, the Employer may temporarily fill the position with a member of the bargaining unit in order of seniority.

**During normal layoffs, job vacancies shall be filled temporarily by seniority by qualified persons and the position will be posted in all workplaces when employees are recalled. Employees will be given the opportunity to learn the duties of the position with the exception of Cook I and Cook II positions.**

Both the initial vacancy and one subsequent vacancy shall be posted. All other vacancies arising from postings shall be filled by seniority by offering the shift to employees.

Posting arising subsequent to any initial posting shall be posted for five (5) days only.

Temporary positions of three (3) months or more shall be posted as above. Temporary positions of less than three (3) months shall be offered in order of seniority.

15.02 **Information in Posting** - Such notice shall contain the following information: Nature of position, qualifications, building, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state, "This position is open to male and female applicants".

15.03 **No Outside Advertising** - No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

15.04 **Role of Seniority in Promotions and Transfers** - Both parties recognize:

- (1) The principle of promotion within the service of the Employer.
- (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, resulting from postings, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within one (1) week of posting. The job shall be filled within one (1) week of appointment.

15.05 **Training & Trial Period** - The successful applicant shall be notified within one (1) week following the appointment to the position. He/she shall be placed on training for a period of one (1) month. Conditional on satisfactory service, the employee shall be declared permanent after a further period of one (1 ) month. In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the new job classification, or has requested his/her former position, he/she shall be returned to his/her former position, wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

**In the event of a new or existing franchise, all interested employees will be trained to meet the franchise protocol and standards. All training hours shall be paid by the employer.**

15.06 **Promotions Requiring Higher Qualifications** - Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. For the Cook's position, they must provide proof of qualifications from a recognized educational institution. Such an employee will be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

- 15.07 Notification to Employee and Union -Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, layoffs; recalls or terminations of employment. The union shall be notified each month of all students employed, the hours of work and work location each month.
- 15.08 **Qualifications for Cook** - A Cook I must be prepared to write and pass Block I examination within three (3) months of his/her new position and a Cook II must be prepared to write and pass Block II examinations as required by the standard for the Department of Labour. Sodexo Canada Ltd will make every effort to arrange the scheduling so that the provisions of this article can be met by all employees. **The employer, at time of posting for a cooks' position, will ensure that there is an available appropriate block being run within 3 months of hire. The employee has 30 days to register and must confirm this with the employer. If there is no program being run in the timeframe, the employee may not be placed in the position. Employees will be paid as a short order cook until Block 1 has been achieved. Employees will be paid as a Cook 1 until Block II has been achieved. Should the expected blocks not be acquired within 3 months, the employee shall be reverted to his/her former position.**

#### **ARTICLE 16 - LAYOFF AND RECALL**

- 16.01 **Role of Seniority in Layoff** - Both parties agree that job security shall increase in proportion of length of service. Therefore, in the event of an hour's reduction or layoff, bargaining unit wide seniority shall prevail.
- 16.02 **Recall Procedure** - Employees who have been laid off shall be recalled in order of seniority, provided the employee is qualified and capable of doing the job.
- 16.03 **No New Employees** - No new employees shall be hired until those laid off have been given an opportunity of recall.
- 16.04 **Advance Notice of Layoff** - The Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff except in case of emergency or act of God.
- 16.05 **Layoffs and Recalls** - An employee recalled to work during layoff or call-in shall be paid for a minimum of four (4) hours at straight time.
- 16.06 Upon being notified of a temporary layoff, a permanent layoff, or a permanent reduction of hours, an employee may exercise his/her bargaining unit wide seniority to bump into a position (the whole shift), provided he/she is qualified and capable of doing the job. (Temporary layoff means Christmas, March Break and Summer Breaks.)

When bumping, employees must select shifts from the same position schedule in a given week. In other words, you may not select one day from one schedule and one day from another. For purposes of this clause, Shift is designed to mean hours scheduled in one day; Schedule is defined to mean a series of shifts in a work week and Position is defined to mean the classification as per the collective agreement.

- 16.07 The Company agrees to provide each employee's Record of Employment as soon as possible after layoff occurs.

#### **ARTICLE 17 - HOURS OF WORK**

- 17.01 The regular work week shall consist of five (5) days per week for a total of forty (40) hours per week or a six (6) shift/four (4) shift for eighty (80) hours in a pay period based on a Saturday through Friday schedule. Prior to a temporary layoff, the Employer will endeavour to assign available hours of work to bargaining unit employees with seniority.
- 17.02 The hours and days of work of each employee including **Aitkin & Currie Centers** shall be posted in an appropriate place at least two (2) weeks in advance. In the case of special events arranged on short notice, the Company may only change hours worked in the day if **seventy-two (72)** hours notice is given. The Employer shall set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". No shift shall be less than **four (4) hours, except for meetings which cannot be scheduled during regular working hours at which employees will be paid a minimum of 3 hours.**
- 17.03 Employees working more than three (3) hours per day shall be provided with one (1) fifteen (15) minute rest break. Employees working six (6) hours or more a day shall be provided with two (2) fifteen (15) minute rest breaks. Employees working in the outside units will be paid for breaks not received when no break relief is provided.
- 17.04 **Ratio of Student to Bargaining Unit Hours** - The Employer agrees that the ratio of scheduled hours worked by non-bargaining unit employees will not exceed **fifteen (15%) percent** of total scheduled weekly hours, **campus wide. Student shifts shall be no more than three (3) hours, and shall not be scheduled on stat holidays unless there are no bargaining unit employees who will accept the shift. A copy of all student hours will be provided to the union on a bi-weekly basis along with the schedules for all units. For the purposes of special functions and the Aiken Centre, student shifts can be greater than 3 hours, provided Article 17.05 a) and b) have been exhausted and this may impact the overall weekly %. This article in no way forces the scheduling of overtime.**
- 17.05 When an employee is absent for up to one (1) day, the position shall be filled by bargaining unit employees in order of seniority. **This clause applies to unexpected absences. Clause 17.05 (a) and (b) will automatically apply to absences that are known by managers in advance.**
- a) **Absences of more than one (1) day shall be filled with** the most senior employee agreeable to work from the full-time maximization of hours' list.

- b) When **all hours are maximized**, the shift shall be filled by the most senior **on-call** employee.

17.06 Should no on-call employees be available, any overtime will be offered to fulltime union employees in order of seniority.

17.07 **Maximization of Hours for Scheduled Bargaining Unit Employees** - The parties agree that the Employer will endeavour to maximize available shifts of work for bargaining unit employees in accordance with their bargaining unit seniority.

All bargaining unit employees who hold a posted position and are scheduled to work less than forty (40) hours per week, may indicate in order of seniority to the Employer their desire to maximize their hours of work to forty (40) hours per week. The Employer will meet with the employee and make available to the employee any scheduled shift(s) currently held by non-bargaining unit employees on the campus that will maximize the employee's weekly hours. Wherever possible, the Employer will endeavour to schedule part shifts adjacent to the employees currently scheduled shift.

17.08 **On-call Employees** - All shifts with a duration of four (4) hours or more will be offered to all bargaining unit employees prior to being offered to students. On-call employees may select up to a maximum of sixteen (16) hours per week and then be available for call in work.

17.09 An employee may be scheduled for a split shift with their consent.

#### **ARTICLE 18 - OVERTIME**

18.01 The overtime rates shall be one and one-half (1 1/2) times the normal rate of pay and shall be paid to any employee for all hours worked over eight (8) hours per day and/or eighty (80) hours per pay period. For purpose of this section, all hours paid for sick time will be considered as hours worked.

An employee who earns overtime may choose between being paid or taking time off at the overtime rate at a mutually agreeable time. Any outstanding balance shall be paid out on the last pay prior to April 30th.

18.02 If an employee is called back to work, that is to say works at any time that is not contiguous with his/her shift, then he/she shall be paid at the overtime rate for a minimum of three (3) hours.

#### **ARTICLE 19 - HOLIDAYS**

19.01 The following days shall be designated holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday

- (d) Victoria Day
- (e) Canada Day
- (f) New Brunswick Day (First Monday in August)
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Effective July 1, 1996, one (1) floating holiday to be taken at a mutually agreeable time, between October 1<sup>st</sup> and March 15<sup>th</sup> provided:

- (i) if possible, two (2) employees from the same unit but not from the same classification can be scheduled for a float day at the same time;

- (ii) the float day is requested at least two (2) weeks in advance; if the first floating day is not taken by March 15<sup>th</sup> the employee shall be paid the equivalent to one (1) day's pay at his/her regular rate in lieu of the float day.

- (j) Christmas Day
- (k) Remembrance Day
- (l) Any other day proclaimed as a provincial or national holiday.

19.02 **Pay for Regularly Scheduled Work on a Holiday** - An employee who works on a designated holiday will be paid at the rate of one and one-half (1 1/2) times his/her regular wage.

19.03 **Pay for a Holiday**

- (a) An eligible employee who does not work on a designated holiday will receive holiday pay for the average of the daily hours during the last week worked based on a five (5) day week. These hours shall count as hours worked.
- (b) An employee who works on a designated holiday will be paid the regular wage plus one and one-half (1 1/2) times the regular wage.
- (c) To be eligible for (a) or (b) an employee must work ten (10) of the previous thirty (30) calendar days.

19.04 **Compensation for Holidays Falling on a Scheduled Day Off or During Closure of Operations** - Provided the employee qualifies for the holiday under 19.03, when any of the above noted holidays falls on an employee's scheduled day off or during closure of operations, the employee shall receive a day's pay or another day off with pay at a mutually agreeable time, within sixty (60) days.

**ARTICLE 20 - VACATIONS**

20.01 An employee shall be entitled to annual vacation pay paid with each pay cheque based on the following service requirements:

- Start to Less than four (4) years - 5%
- Four (4) years to less than eight (8) years - 6%
- Eight (8) years to less than fifteen (15) years - 8%
- Fifteen (15) years to less than twenty (20) years - 10%

- Twenty (20) years to less than twenty-five (25) years – 11%
- Twenty-five (25) years to less than thirty (30) years – 11.5%
- Over thirty (30) years – 12%.

20.02 **Compensation for Holidays falling within a vacation schedule** - If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time designated by the employee.

## ARTICLE 21 - BENEFITS

21.01 **Group Insurance** - The Company agrees to pay the full cost of the Company's Group Insurance Plan for all the eligible employees covered by this Agreement. Eligible employees are those who regularly work more than twenty (20) hours per week. The Employer will pay 100% of the cost of summer medical benefit coverage for all employees.

The Sodexo Canada Ltd Insurance Plan for the employees will provide:

- (1) \$10,000.00 Life Insurance coverage.
- (2) \$10,000.00 AD&D coverage.
- (3) A weekly Indemnity Plan which provides a weekly income for a period of fifteen (15) weeks commencing on the first day if the employee is disabled by accident, and the fourth day if the employee is disabled by illness.
- (4) The Sodexo Canada Ltd Insurance Major Medical Expense Benefits.
- (5) The Company agrees to pay 75% of the cost of the London Life Healthguard Dental Plan (current fee schedule) for those employees who choose to participate in the plan. The Employer agrees to deduct from each employee who choose to participate in the plan their share of the cost for the full year from their biweekly pay from September to April.

The employer agrees to provide eye glass coverage to a maximum of two hundred dollars (\$200) every 24 months.

21.02 **Sick Leave** - Sick leave means the period of time an employee is absent from work by virtue of being sick. The employee will have the option of applying for the weekly indemnity or use sick leave credit.

21.03 Each full-time employee who has completed one (1) year of seniority shall be granted eight (8) paid sick leave credits on September 1 of every year.

Paid sick leave shall be earned by each employee who has completed three (3) months of unbroken service following hiring, on the basis of one (1) day per each full month of employment, up to a maximum of eight (8) days until they reach one year of service.

An employee shall be eligible to accumulate all sick leave credits to a maximum of twenty-five (25) days.

The Employer shall pay the employee for all unused sick leave credits up to a maximum of twenty-five (25) days upon retirement with twenty-five (25) years of service. Any employee **who has been employed for 5 years or greater and who**



does not use any sick leave during the previous year shall be given one (1) day off with pay at a mutually agreeable time.

**Effective July 1, 2015 the maximum accumulation of sick leave credits shall be increased to thirty (30).**

- 21.04 A full month of employment for purposes of 21.03 shall be deemed to be a month in which an employee works more than ten (10) days in that month; unless absent on paid vacation.
- 21.05 An employee shall be entitled to use earned paid sick leave credits for any absence due to personal illness; which causes him to be absent from work. The employee shall be able to use sick leave credits to attend emergency medical or dental appointments for the employee or with a member of the family (spouse, parents, children), which could not be arranged outside of an employee's normal working hours. When possible, employees will inform the Unit Manager three (3) days in advance of such appointments.
- 21.06 The Company may require an employee to produce verification of illness causing absence from work; which is acceptable to the Company. Whenever the Employer requests a medical certificate to support a claim for sick leave; such request shall be made during the illness and the Employer shall pay 50% of the cost of such medical certificate.
- 21.07 In the event that an employee fails to produce verification of illness causing absence from work which is acceptable to the Company, he/she will not be eligible to use paid sick leave credits for any portion of such absence.
- 21.08 An employee shall not be discharged if unable to properly perform his job functions because of alcoholism or habitual drug use, provided that such employee is prepared to, and does, accept drug and alcohol rehabilitation treatment as arranged by the Employer and the Union.
- 21.09 An employee on sick leave will notify the Employer the day before he/she is able to return to work, prior to the end of his/her regularly scheduled shift.
- 21.10 If an employee leaves work because of sickness during the his/her shift, he/she shall receive a full day's wages, calculated for hours worked and the remaining hours will be deducted from his/her sick leave credits.
- 21.11 Stating September 2012 the Employer will provide an 8 month parking pass allowance each year for all fulltime employees. This allowance will be paid on the last pay in September annually. **Such allowance will not be taxed under the current CRA definition of scramble parking. Should the CRA exemption change to make the permit taxable, employees will be responsible for the payment of any tax.**

## ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 **Negotiation Pay Provisions** - Provided the Employer is given two (2) weeks' notice, Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. In the period six (6) months prior to the termination of this collective agreement, members of the Union Bargaining Committee shall be entitled to forty-eight (48) hours wages to prepare for negotiations.
- 22.02 **Grievance and Arbitration Pay Provisions** - Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.
- 22.03 **Leave of Absence for Union Functions** - Upon request to the Employer, one (1) employee elected or appointed to represent the Union Local at conventions shall be allowed leave of absence with pay and benefits. Leave of absence without pay, but without loss of benefits, shall be allowed for two (2) additional employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, to a maximum of five (5) days in any one (1) year. Whenever possible leave of absence under this clause will be requested two (2) weeks in advance.
- 22.04 **Paid Bereavement Leave** - An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of a mother-in-law, father-in-law, grandparent, brother-in-law; sister-in-law, step mother, step father, step sister, step son, step daughter, son-in-law, daughter-in-law, Where the burial occurs outside the province, such leave shall also include reasonable traveling time, not to exceed two (2) paid days. An employee will be granted five (5) days leave with pay 1n the case of a death of a spouse, common-law spouse, parent, child, brother, sister, grandchild, partner and acting in loco parentis.
- 22.05 **Mourner's Leave** - One (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.
- 22.06 **Maternity Leave as a Right** - Maternity leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy, provided she is capable of performing her duties.
- 22.07 **Length of Maternity Leave** - An employee shall be eligible for seventeen (17) weeks maternity leave, at her discretion, to commence no sooner than four (4) weeks prior to the anticipated delivery date and to end no later than 17 weeks after delivery. The employee shall then be eligible for Parental Leave as per Article 22.13.
- 22.08 **Procedure Upon Return from Maternity Leave** - When an employee is available to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed in her former position. If the former position no longer exists, she shall be placed in an equivalent position within the bargaining unit, if her seniority allows it.

- 22.09 **Jury Duty and Court Witness** - The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror and/or witness in any court. The Employer shall pay such employee the difference between normal earnings and the payment received as juror or Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a juror and/or is subpoenaed to be a Court Witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.
- 22.10 **General Leave** - Request for general leave, for good and sufficient cause, shall be made in writing at least four (4) weeks in advance, whenever possible, to the Food Service Director for approval. Such approval shall not be withheld without just cause. Notice of approval shall be given in writing within one (1) week of such request. Notice of return shall be given, in writing, at least two (2) weeks prior to the return date. An employee shall be entitled to leave of absence without pay and without loss of seniority for up to twelve (12) months. Seniority shall not accumulate after the first three (3) months. Such leave shall not be used to find other employment.
- 22.11 **Notice Before Returning to Work After Absence** - When an employee is available to return to work after an absence of three (3) months or more, he/she shall provide the Employer with one (1) week's notice.
- 22.12 **Paternity Leave** - An employee will be granted two (2) days leave of absence with pay within twelve (12) days of the day his wife or common law wife gives birth or adoption of the child.
- 22.13 **Parental Leave** - An employee shall be granted a leave of up to thirty-five (35) weeks following the adoption of a child or the birth of child. The natural mother may use the parental leave immediately after her maternity leave ends. The two adoptive parents or two natural parents may share the use of the thirty-five (35) weeks consecutively.
- 22.14 **In event that the UNB Fredericton administration closes the campus due to hazardous road conditions, the following steps will be taken:**
- (i) **Positions not filled by regularly scheduled employees will be filled by seniority**
  - (ii) **The employer will provide one (1) paid snow day per year – those employees who do not use the snow day may take the day, with mutual agreement, as a wellness day.**

### **ARTICLE 23 - WAGES**

- 23.01 **Pay Days** - The Employer shall pay salaries and wages every second Friday at 3:00 p.m. 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. In the event that an employee does not receive his/her full pay on payday due to an Employer error, upon request, the Employer shall pay the employee the difference

within three {3} banking days.

- 23.02 **Equal Pay for Work of Equal Value** - Employees shall receive equal pay for work of equal value, regardless of sex.
- 23.03 **Rate of Pay on Promotion or Reclassification** - An employee assigned, promoted, or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time he/she performs that job.
- 23.04 **Pay on Temporary Transfer. Higher Rated Job** - When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the higher rate for the job.
- 23.05 **Pay on Transfer Lower Rated Job** - When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.
- 23.06 **Meals and Accommodation** - Effective at the date of ratification of the new collective agreement, employees will be charged an amount one dollar and twenty-five cents (\$1.25) to offset the cost of any food or beverages consumed.

#### **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 24.01 **Job Descriptions** - The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- 24.02 **No Elimination of Present Classifications** - Existing classifications shall not be eliminated or changed without prior agreement with the Union.
- 24.03 **Changes in Classification** - The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

#### **ARTICLE 25 - WORKERS' COMPENSATION**

- 25.01 (a) An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this collective agreement. While on Workers' Compensation; the Employer shall continue to pay his/her share of all premiums for employee benefit plans. The employees may use three (3) days sick leave during the waiting period.

- (b) An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer. If the former position no longer exists, Article 16 – Layoff and Recalls shall apply.

#### **ARTICLE 26 - SAFETY AND HEALTH**

- 26.01 The Employer will continue to maintain its equipment in accordance with Federal and Provincial Safety Standards and to make reasonable regulations for the safety and health of its employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary, and dependable.
- 26.02 Subject to Article 26.01, the Employer and the Union will co-operate in setting up a safety committee as required by the *New Brunswick Safety and Health Act* within thirty (30) days of the signing of this agreement.
- 26.03 The Employer will provide, at its expense, necessary safety clothing and equipment for its employees.

#### **ARTICLE 27 - HARASSMENT**

##### 27.01 Harassment

- a) The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer undertakes to discipline any person employed by the Employer engaging in harassment of another employee.
- b) Harassment shall be defined as any practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Harassment shall include, but not be limited to:
  - 1) unnecessary touching or petting;
  - 2) suggestive remarks or other verbal abuse;
  - 3) leering at a person's body;
  - 4) compromising invitations;
  - 5) demands for sexual favours;
  - 6) physical assault.
- c) 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, where possible, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.

- d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **ARTICLE 28 - COPIES OF AGREEMENT**

28.01 The Employer shall make available sufficient copies of the collective agreement so that each employee will be issued a copy and a copy will be given to each new employee who is hired.

#### **ARTICLE 29 - CLOTHING ALLOWANCE**

29.01 The Employer will supply uniforms for employees as follows:

Service Employees **four (4)** uniforms; Cooks - 4 uniforms (including 4 aprons); Porters Truck drivers will be provided with a **rain and winter jacket**; **receivers will be provided** one (1) jacket per location for receiving orders; and one (1) jacket for outside break relief. **Two jackets are to be provided for receivers at McConnell Hall.**

By April 1 of each year, the employer shall check with all employees to determine how many uniforms they will require for the following September.

The Employer will provide safety footwear for all fulltime employees – Employees required to wear steel toes footwear will receive one hundred, twenty-five (\$125) dollars per year. All other employees will be paid an allowance of eighty (\$80) dollars per year and will be required to wear approved anti-slip footwear. This allowance will be paid on the last pay in September annually. Employees will be required to wear the approved footwear at all times in the workplace or will be subject to disciplinary action.

#### **ARTICLE 30 – MULTI-SECTOR PENION PLAN**

- 30.01 a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
  - (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by the insurer) which results in the Employee receiving full payment of the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

- c) "Eligible Employee" mean all employees in the bargaining unit who have completed five hundred (500) hours of work.



- 30.02 Each eligible employee shall contribute for each pay period an amount equal to three (3%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, and amount equal to three (3%) percent of applicable Wages to the Plan.

**Effective July 1, 2014, both employee and Employer shall contribute 3.5% of applicable wages.**

**Effective July 1, 2015, both employee and Employer shall contribute 3.75% of applicable wages.**

**Effective July 1, 2016, both employee and Employer shall contribute 4% of applicable wages.**

- 30.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

- 30.04 To be provided annually, but not later than December 1: Current complete address listing.

- 30.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

- 30.06 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

### **ARTICLE 31 - DURATION AND TERMINATION**

- 31.01 This Agreement shall be binding and remain in effect from **July 1, 2014 to June 30, 2018**. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more

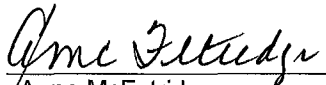



than sixty (60) calendar days prior to the expiration of this agreement or an renewal thereof.

31.02 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the Industrial Relations Act.

Signed this 14 day of November 2014

**FOR THE EMPLOYER:**

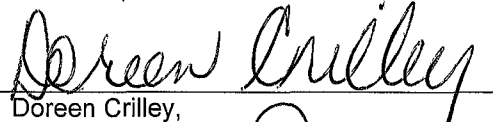
  
\_\_\_\_\_  
Anne McFetridge,  
District Manager


  
\_\_\_\_\_  
Tim Thornton,  
General Manager

  
\_\_\_\_\_  
Pierre Vaillancourt,  
Director of Labour Relations

**FOR THE UNION:**

  
\_\_\_\_\_  
Darlene Russell,  
President, CUPE Local 2266

  
\_\_\_\_\_  
Doreen Crilley,  
Vice-President, CUPE Local 2266

  
\_\_\_\_\_  
Angie Everett,  
Shop Steward, CUPE Local 2266

  
\_\_\_\_\_  
Kim McCaffrey,  
CUPE National Servicing Representative

**SCHEDULE "A"**

	<b>Present</b>	<b>July 1, 2014</b>	<b>July 1, 2015</b>	<b>July 1, 2016</b>	<b>July 1, 2017</b>
		<b>\$.50</b>	<b>\$0.75</b>	<b>\$0.75</b>	<b>\$0.90</b>
General Help	17.85	18.35	19.10	19.85	20.75
Porter	17.95	18.45	19.20	19.95	20.85
Short Order Cook	18.05	18.55	19.30	20.05	20.95
Cook I	18.25	18.75	19.50	20.25	21.15
Cook II	18.75	19.25	20.00	20.75	21.65

All employees will receive retroactive pay for every hour worked from **July 1, 2014**.

LETTER OF UNDERSTANDING NO. 1

Between

CUPE Local 2266

And

Sodexo Canada Ltd., at UNB




**Banquets and special events:**

The parties agree to the following arrangement to fill the positions necessary to operate summer banquets and special events.

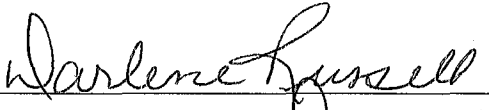

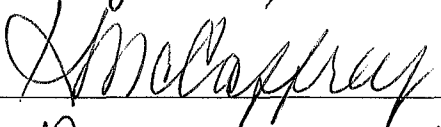
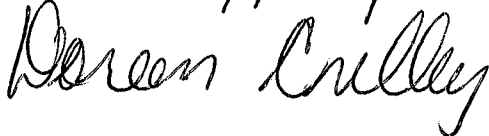
- (1) Seek volunteers from among union personnel who will have first choice of the jobs available.
- (2) Provide the remainder of the banquet staff from casual non-union personnel hired only for those duties. Management shall provide the union secretary an updated monthly list of non-union banquet staff.

Signed this 14 day of November, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING NO. 2

Between

CUPE Local 2266

And

Sodexo Canada Ltd., at UNB

The late porter in the SUB shall be scheduled to assist the drivers when needed. If necessary, that individual's schedule may be adjusted to assist with catering.

Signed this 14 day of November, 2014

FOR THE EMPLOYER:

Greg Zetser  
[Signature]  
[Signature]

FOR THE UNION:

Darlene Russell  
Angela Jewett  
Shelley  
Debra Kelley

LETTER OF UNDERSTANDING No.3

between

CUPE Local 2266

and

Sodexo Canada Ltd at UNB

Both parties agree to meet within 90 days to discuss other alternative options, within Sodexo's Healthcare and Dental plans, to improve existing benefits.

Such information will be utilized during the next round of negotiations.

Signed this 14 day of November 2014

FOR THE EMPLOYER:

Amie Stedje  
[Signature]  
[Signature]

FOR THE UNION:

Marlene Russell  
Karen Gilley  
Angela Sweet  
McBaprey