

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 846 (THE UNION)**

**AND**

**SODEXO CANADA LTD.**

**c/o ALCOHOLISM & DRUG DEPENDENCY COMMISSION**

**SOUTH BAY, NB (THE EMPLOYER)**



---

**September 1, 2013 – August 31, 2017**

## Table of Contents

| Article  | Page      |
|--|-----------|
| <i>PREAMBLE .....</i>  | <i>4</i>  |
| <i>ARTICLE 1 - RECOGNITION AND SCOPE .....</i>                     | <i>4</i>  |
| <i>ARTICLE 2 - MANAGEMENT RIGHTS .....</i>                         | <i>6</i>  |
| <i>ARTICLE 3 – NO DISCRIMINATION.....</i>                          | <i>6</i>  |
| <i>ARTICLE 4 - NO STRIKES OR LOCKOUTS .....</i>                    | <i>6</i>  |
| <i>ARTICLE 5 - PROBATIONARY PERIOD .....</i>                       | <i>6</i>  |
| <i>ARTICLE 6 - UNION SECURITY .....</i>                            | <i>7</i>  |
| <i>ARTICLE 7 - UNION REPRESENTATION .....</i>                      | <i>9</i>  |
| <i>ARTICLE 8 – GRIEVANCE PROCEDURE.....</i>                        | <i>10</i> |
| <i>ARTICLE 9 - ARBITRATION .....</i>                               | <i>12</i> |
| <i>ARTICLE 10 – SUSPENSION AND DISCHARGE .....</i>                 | <i>13</i> |
| <i>ARTICLE 11 - SENIORITY .....</i>                                | <i>14</i> |
| <i>ARTICLE 12 - PROMOTION, TRANSFER AND VACANT POSITIONS .....</i> | <i>15</i> |
| <i>ARTICLE 13 - LAYOFF AND RECALL .....</i>                        | <i>16</i> |
| <i>ARTICLE 14 - HOURS OF WORK.....</i>                             | <i>17</i> |
| <i>ARTICLE 15 - OVERTIME .....</i>                                 | <i>17</i> |
| <i>ARTICLE 16 - SHIFT WORK .....</i>                               | <i>19</i> |
| <i>ARTICLE 17 - HOLIDAYS .....</i>                                 | <i>20</i> |
| <i>ARTICLE 18 - LENGTH OF VACATION .....</i>                       | <i>21</i> |

|   |           |
|---|-----------|
| <b>ARTICLE 19 - LEAVE OF ABSENCE .....</b>                      | <b>23</b> |
| <b>ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES .....</b>       | <b>25</b> |
| <b>ARTICLE 21 - EMPLOYEE BENEFITS .....</b>                     | <b>26</b> |
| <b>ARTICLE 22 - RETIREMENT AND PENSION PLAN .....</b>           | <b>27</b> |
| <b>ARTICLE 23 - SICK LEAVE .....</b>                            | <b>28</b> |
| <b>ARTICLE 24- CLASSIFICATION.....</b>                          | <b>31</b> |
| <b>ARTICLE 25 - SAFETY AND HEALTH .....</b>                     | <b>32</b> |
| <b>ARTICLE 26 - JOB SECURITY AND TECHNOLOGICAL CHANGE .....</b> | <b>32</b> |
| <b>ARTICLE 27 - LABOUR-MANAGEMENT COMMITTEE.....</b>            | <b>33</b> |
| <b>ARTICLE 28 - UNIFORMS.....</b>                               | <b>33</b> |
| <b>ARTICLE 29 – DEFINITIONS` .....</b>                          | <b>33</b> |
| <b>ARTICLE 30 - GENERAL .....</b>                               | <b>34</b> |
| <b>ARTICLE 31 - DURATION AND TERMINATION .....</b>              | <b>35</b> |
| <b>SCHEDULE "A" .....</b>                                       | <b>38</b> |
| <b>SCHEDULE "B" .....</b>                                       | <b>38</b> |
| <b>LETTER OF UNDERSTANDING .....</b>                            | <b>41</b> |

---

## **PREAMBLE**

It is the intention and purpose of the Parties to this agreement to:

- a) improve relations between the Employer and the Union and to provide settled and just conditions of employment;
- b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to the employment relationship;
- c) encourage efficiency in operations;
- d) promote the morale, the well being and security of all employees in the bargaining unit; and
- e) ultimately to promote the care, health and safety of the patients in the hospital.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

1.01 **Union Recognition and Bargaining Unit** - The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees to whom the New Brunswick Certification Order, I.R.B., 1-1-94 and dated 3-10-94 applies.

1.02 **No Other Agreements** – no employee shall be required or permitted to make any agreements with the employer or representatives on any term or condition of employment without the Bargaining Unit approval.

1.03 **Future Legislation** - In the event that any law passed by the Legislature of the Province, applying to individuals covered by this Agreement, renders null and void any provisions of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties of this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void. Should such negotiations fail to achieve agreement, the parties shall submit the matter to binding arbitration under the Industrial Relations Act.

---

(a) **The Employer will provide employer generated employee information to the Union that is required to fulfill any legislative disclosure requirements. The information will be provided in writing within 15 working days of the Union requesting any such information.**

**(b) Leave with Pay for Compliance with Union Legal Disclosure Requirements**

The Employer will grant union leave with pay for a member designated by the Union to fulfill duties for union legislative legal disclosure requirements. The union will reimburse the employer with all costs of the pay for this leave. Such leave will not exceed a maximum of two (2) days at any one time and shall take into consideration operational requirements.

**(c) Disclosure and Leave with Pay for Dues Collection and Authorizations**

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

- i. an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 15 days of each pay period.
- ii. pre-arranged access to the workplace for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations. Such meetings will take place when employees are not working (i.e. before or after their shift or during a lunch break) where operational requirements permit.. Such access to the workplace will not be unreasonably withheld. The union will reimburse the employer for any costs for paying any union local executive member involved in these meetings.

---

**1.04 Application of Agreement** - This Agreement applies to and is binding on the Union, the employees, the Employer and its Agents.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 All functions, rights, powers and authority which the Employer has not abridged, delegated, or modified by the Agreement, are recognized by the Union as being retained by the Employer.

## **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Parties agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to the Union and its Local, the employees, the Employer and its Agents for any reason.
- 3.02 The Parties recognize that the Human Rights Act applies to this Agreement.
- 3.03 The Parties agree that all employees have the right to work without sexual harassment and shall follow a respectful workplace policy.

## **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.00 There shall be no strikes, walkouts, lockouts or similar interruptions of work during the term of this Agreement.

## **ARTICLE 5 - PROBATIONARY PERIOD**

- 5.01 All new employees shall serve a ninety (90) working day probationary period. During such probationary period, probationary employees shall be entitled to all rights and privileges and benefits as defined in the Agreement.
- 5.02 The employment of such person or employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, except as provided in the Industrial Relations Act. The effective date of any termination of employment during the probationary period shall not be a date that falls beyond the expiration of the probationary period.
- 5.03 Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the first day worked in the probationary period.

## **ARTICLE 6 - UNION SECURITY AND RIGHTS**

- 6.01 a) The Employer shall deduct from each employee any dues or assessments levied by the Union on its members, commencing with the month following in which he was first employed.
- b) The Employer shall deduct from the wages of the employees covered by this Collective Agreement such dues arrears as may be requested by the Union, provided that such arrears shall not exceed six (6) months dues.
- 6.02 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of such dues or assessments. The amounts so advised will be the amount to be deducted until changed by notice, from time to time, in writing signed by designated Union officials.
- 6.03 **Contribution towards Union Expenses** - The sums deducted under this Article shall be accepted by the Union as monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions to the Union.
- 6.04 a) **Deductions to be Remitted** - The sums deducted pursuant to this Article shall be remitted to the designated official of the Union accompanied by a list of the names of those from whose wages the deductions were made to fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the names and addresses of the designated officials.
- b) The Employer will show on T-4 slips the amount of Union dues deducted from each employee in the previous year.
- (c) **A completed Union dues remittance form, supplied the Union and;**
- (d) **An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.**

**(e) Delay in remitting**

**For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus 2 per cent per month, or prorated if less than a month.**

- 6.05 Employer Harmless of Liability** - The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

**6.06 (a) Potential Employees**

**During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employments set out in the articles dealing with Union Security and Dues.**

**(b) New Employees**

**On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.**

**The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.**

**(c) Notification of new hires**

**The Union shall be notified of the full name, position and employment status of any new union employees (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.**

**6.07 Union Security** - Employees who are members or who become members of this Local Union shall maintain their membership in accordance with the Constitution and Bylaws of the Union as a condition of continuing employment.

**6.08 Union Meetings**

**The Employer will assist the union in securing an on-site location on a client's premises.**

**6.09 Contact Information**

**The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, seniority date, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal e-mail.**

**The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.**

**The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.**

**ARTICLE 7 - UNION REPRESENTATION**

**7.01** It is understood that Local Union representatives have their regular duties to perform on behalf of the Employer. Prior to leaving their regular duties on Union business, representatives will notify their immediate supervisor with the intention of giving the supervisor a reasonable opportunity to make suitable alternative arrangements in order to maintain service. The Employer agrees that Shop Stewards shall not be hindered, restrained or interfered with in any way in the performance of their Union duties while investigating disputes and presenting adjustments as provided for in this Agreement.

**7.02** An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance, provided that permission of the Food Service Director or Administrative Dietitian is first obtained. Such permission shall not be unreasonably withheld.

- 7.03 a) An employee shall receive the pay and benefits provided for in this agreement when on an unpaid leave of absence for Union work, conventions, or Union education seminars. The Union shall reimburse the Employer for all pay during the period of absence.
- b) The Union shall provide or request the Employer to provide, at no additional cost to the Employer, an acceptable qualified alternate employee as a replacement for the employee requiring leave of short duration for carrying on the Union's business.
- 7.04 The Union shall supply the Employer with the names of its various Shop Stewards and committee representatives and shall promptly advise the Employer of changes. The Employer shall recognize said Shop Stewards and representatives only upon proper notification.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 It is the mutual desire of the Parties to this Agreement that complaints and grievances concerning the interpretation, application, administration or alleged violation of the Agreement be adjusted as quickly as possible.
- 8.02 **Informal Discussion** - The parties recognize that many disputes can be effectively settled through informal discussion and mutual understanding. Therefore, employees shall discuss their complaints with their supervisor as soon as possible after the circumstances giving rise to the complaint occur and the supervisor shall render his decision on the complaint within twenty-four (24) hours. If the employee so wishes, he may be accompanied by his Shop Steward.
- 8.03 **Definition of a Grievance** - A grievance means a dispute or difference of opinion concerning any of the following:
- a) the interpretation of alleged violation of any clause in this Agreement;
- b) disciplinary action resulting in dismissal, suspension, written reprimand or a financial penalty;
- c) the interpretation or application of a provision of a statute, or a regulation, bylaw, direction or an instrument made or issued by the Employer dealing with terms and conditions of employment.

8.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1: The aggrieved employee shall present his grievance in writing to the Food Service Director within fifteen (15) working days after the alleged grievance has arisen. The aggrieved employee may request the assistance of a Steward. The Food Service Director shall reply with a written decision within five (5) working days following the receipt of the grievance.

STEP 2: Within ten (10) working days either following the receipt of the Food Service Director's reply or following the expiry of the time to reply allowed under Step 1, the aggrieved employee may present the grievance in writing to the District Manager. The District Manager shall issue a written decision within twenty (20) working days.

8.05 If final settlement of the grievance is not reached at Step 2, then the grievance may be referred to arbitration in writing by either party, as provided in paragraph 9.01 below, at any time within fifteen (15) working days either following the receipt of the decision given under Step 2 or following the expiry of the time to reply allowed under Step 2.

8.06 **Union/Employer Grievances** - Any difference or grievance arising directly between the Union and the Employer may be submitted in writing at Step 1.

8.07 **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, the grievance may be submitted in writing at Step 1.

8.08 **Union Representative** - In any case where the employee presents his grievance in person, or in any case where a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the Union.

8.09 For the purpose of this Article, and of Article 9, working days shall mean calendar days, excluding Saturdays, Sundays, and statutory holidays as set out in Article 17.

8.10 If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened. All time limits specified in this Article can be extended through mutual agreement of the Union or its delegate and the Employer or its delegate.

## **ARTICLE 9 - ARBITRATION**

- 9.01 When either Party requests that a grievance be submitted to arbitration, it shall make such request by registered mail, addressed to the other party to this Agreement, and at the same time, nominate an arbitrator.
- 9.02 Within five (5) working days thereafter, the other Party shall nominate an arbitrator. The two (2) arbitrators so nominated shall meet immediately and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such Chairman within a further period of five (5) working days, they may then request the Minister of Labour to assist them in selecting an impartial Chairman.
- 9.03 No person shall be appointed as an arbitrator who has participated in an attempt to negotiate or settle the grievance.
- 9.04 Each of the Parties to this Agreement shall bear the fees and expenses of its arbitrator, and one-half (0.5) of the fees and expenses of the Chairman or Single Arbitrator.
- 9.05 The Parties may mutually agree that a single Arbitrator shall be appointed in the place of an Arbitration Board and such single Arbitrator shall have the same powers as an Arbitration Board under this Agreement.
- 9.06 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 9.07 The Arbitration Board shall not be authorized to make decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.08 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.
- 9.09 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Arbitration Board to reconvene the Board and clarify the decision.
- 9.10 The Arbitration Board may determine its own procedure which will give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision as quickly as possible.

- 9.11 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Arbitration Board shall have full power to direct payment of compensation, vary the penalty, direct reinstatement of a benefit, privilege or job, or to affirm the taking away of such benefit or privilege as the Board may determine appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all Parties.
- 9.12 At any stage of the grievance or arbitration procedure the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 10 – SUSPENSION AND DISCHARGE**

- 10.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in a written reprimand, suspension, discharge or financial penalty imposed as discipline.
- 10.02 Pending investigation of an incident, an employee may be relieved of duties and required to leave the premises of the establishment in which he works during which time he shall continue to be paid. Unless the investigation results in disciplinary action, no record of the incident will be placed in the employee's personal file.
- 10.03 When an employee claims he has been unjustly suspended or discharged, he may within fifteen (15) working days of the days of his suspension or discharge, invoke the grievance procedure at Step 1, including arbitration as set out in this Agreement.
- 10.04 Where it is determined that an employee has been disciplined without just cause, the employee shall be immediately reinstated in his former position without loss of seniority or any other benefits 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, or by any other arrangement as to compensation, which is just and equitable in the opinion of the Arbitration Board, if the matter is referred to arbitration.
- 10.05 Where an employee is suspended without pay or discharged, the Employer shall within ten (10) working days of the suspension or discharge, notify the employee and the Secretary-Treasurer of the Union in writing, stating the reason(s) for such suspension or discharge. The employee shall be notified by registered letter or personal service; if by personal service, the employee will acknowledge receipt of such notice.

- 10.06 Where an employee is disciplined other than by suspension or discharge, and a written reprimand is placed against the record of the employee, such notation will be prepared in triplicate. One copy shall be initialed by the employee as the Employer's receipt and shall be placed into the employee's personal file and two copies shall be given to the employee or sent to the employee's last address on record by registered mail. If the employee wishes to reply in writing to such written reprimand, he shall reply within ten (10) working days and such reply shall become part of the employee's personal file. Nothing in this provision shall prevent an employee from grieving a written reprimand.
- 10.07 Upon request, an employee shall be given an opportunity to read and receive a copy of these documents in his personal file that relates to an assessment of his conduct, work performance and warning. If the employee wishes, he may be accompanied by a Union representative.
- 10.08 A record of disciplinary action shall not be used against an employee after the expiration of a period of twelve (12) months after the disciplinary action was taken, provided the employee does not commit a similar offence.
- 10.09 When a supervisor intends to take disciplinary action against an employee which will be recorded on the employee's personal file, the supervisor shall notify the employee in advance regarding the nature of the meeting and advise that he/she may contact his/her Union Representative to be present at the interview.

## **ARTICLE 11 - SENIORITY**

- 11.01 For purpose of layoff, recall, vacation, promotion or transfer, seniority is defined as the length of service from the date of hire with the Alcoholism and Drug Dependency Addiction Service. For all other purposes, seniority is defined as the length of service with Sodexo Canada Ltd. at the AD&D Addiction Service.
- 11.02 As per Article 6.09, the Employer will post an up to date seniority list which includes employee seniority date, classification and name.**
- 11.03 a) An employee shall not lose seniority rights if he is absent from work because of sickness or accident or Workers' Compensation, or on an authorized leave of absence.
- b) An employee shall lose seniority rights and shall cease to be an employee in the event:
- i) he resigns, quits or retires;
  - ii) he is discharged and not reinstated;

- iii) he has been laid off for a period in excess of twelve (12) continuous months;
- iv) he is absent from work for five (5) consecutive working days without notifying his immediate supervisor giving satisfactory reason for such absence; and
- v) when recalled from layoff he fails to report to work within fourteen (14) calendar days of notice sent by registered mail to the address on record with the Employer and fails to report for work at the designated time, except in the case of an employee recalled for employment of a short term duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss or recall rights.

- 11.04 a) Where an employee is temporarily promoted or transferred to a position outside the Bargaining Unit and is later returned to the Bargaining Unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.
- (b) Where an employee is promoted or transferred to a position outside the Bargaining Unit, and has successfully completed the three (3) months period as provided for, he shall not benefit from this Agreement.

## **ARTICLE 12 - PROMOTION, TRANSFER AND VACANT POSITIONS**

- 12.01 a) When any vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall post notice of the position on all Union bulletin boards for a minimum of ten (10) calendar days.
- b) Such notice shall contain the following information:
- Date of posting,
  - Description of the position,
  - Required qualifications,
  - Shift,
  - Applicable wage rate or range, in accordance with Schedule "A" of the Collective Agreement .
  - The job requirement must be relevant to the position.
- c) No outside advertisement of a vacancy will be placed until the expiration of the ten (10) day period referred to in Clause 12.01 (a) and the application of present employees has been assessed.
- 12.02 Where an employee is promoted to higher classification, he shall be paid at the rate of pay in the higher classification.

- 12.03 An employee promoted or transferred to another classification shall be on trial for a period of three months, and if during such trial period, the employee is unable, or unwilling to perform the duties of the new classification, he shall revert to his former classification and work unit without loss of seniority.
- 12.04 Any employee who applies in competition will be advised in writing of the results of the competition and, in the case of an in-service competition, a copy of the letter sent to the successful applicant will be forwarded to the Union.
- 12.05 Appointment to the position shall be on the basis of seniority and competence of the competing employees. Should the competence of the employees be relatively equal, seniority shall be the governing factor.
- 12.06 When an employee is permanently assigned or demoted to a lower classification, he shall be paid at the same wage step within the range of his new classification as he was in his previous classification.
- 12.07 When an employee has become incapacitated by a disability, an illness, advancing years or a permanent disability, and is unable to perform his regular duties, such employee may request in writing a change in classification. The Employer will make every reasonable effort to relocate the employee in a job consistent with his disability, incapacity or age, however, no other employee shall be displaced except a probationary employee from his position in order to effect this relocation.
- 12.08 Employees on vacation, sick leave or approved leave of absence shall be replaced with the employees with seniority and qualifications.

### **ARTICLE 13 - LAYOFF AND RECALL**

- 13.01 Layoff shall be defined as a reduction in the work force or as a reduction in the schedule hours of work. A layoff will be justified as a result of a lack of work. In the event of a layoff, employees in Schedule "B" (part-time) shall be laid off first in reverse order of their seniority within a classification. When all employees within "Schedule B" (part-time) employees are laid off by this article, the full-time employees will be laid off in reverse order of seniority within the classification. An employee about to be laid off has the right to bump any employee in any classification provided that the more senior employee has the qualification, skill and ability to perform the available work. The employer agrees to allow Article 12.03 to apply in order to assess qualifications in a non arbitrary manner, except that it is understood by both Parties that if the person, after the trial period is completed, is not able to perform the job, he shall revert to whatever position that was available before the trial period. The Parties agree that the employee who exercises bumping rights under this clause shall

nonetheless retain the right to be recalled along with the other employees, by order of seniority to the position from which he was laid off.

- 13.02 **No New Employees** - No new employees shall be hired in the bargaining unit until those laid off have been given an opportunity of recall, provided they are qualified to perform the work available.
- 13.03 **Union Notification** - The Employer shall provide the Union with a list showing the seniority of laid off employees by classification.
- 13.04 **Failure to return to Work** - An employee recalled to work shall return to the service within two (2) weeks of notice of recall. Notice of recall shall be by registered mail or personal service with a copy to the Union. Failure to report within two (2) weeks of notice of recall will result in loss of recall rights, except in the case of an employee recalled for employment of short duration at a time when he is employed elsewhere, in which case refusal of recall itself, will not result in loss of recall rights.
- 13.05 **Duration of Layoffs** - A layoff will be termination of employment and recall rights will lapse, if the layoff lasts more than twelve (12) consecutive months without being recalled.

#### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The regular hours of work are variable and are determined by patient census and the needs of the facility.
- 14.02 Employees shall be entitled to one (1) twenty (20) minute rest period in each shift.
- 14.03 The lunch period shall not be less than thirty (30) minutes in any shift and not included in the hours of work.
- 14.04 **In the event of catering events, the Director will meet with the staff in advance to determine exact requirements of the event and to determine labour requirements. Except in the case of a last minute (3 hours or less between booking and service time) booking, the Director will not perform any production work associated with catering.**

---

#### **ARTICLE 15 - OVERTIME**

- 15.01 Any hours worked in excess of forty (40) hours per week on a holiday, or during an employee's vacation period shall be considered overtime.

- 15.02 Overtime shall be authorized in advance by the Food Service Director or his designate.
- 15.03 Overtime rates shall be one and one-half (1 1/2) times the employee's hourly rate as per Schedule "A".
- 15.04 a) Overtime shall be equitably distributed by order of seniority within each classification whenever possible, then shall be offered to other qualified Bargaining Unit employee's by seniority in other classifications. Employee's desiring overtime work shall notify the Employer in writing.
- b) From the written notices described in Article 15.04 (a) the Employer will develop an overtime call list for each classification and employee's will be called in in the order their name appears on the list. The next person listed shall be the first called when overtime is again needed.
- 15.05 **Minimum Call in or Callback time** - An employee who is called in or called back and required to work outside his regular working hours shall be paid for a minimum of four (4) hours.
- 15.06 There will be no pyramiding or compounding of overtime or premium payments for the same hours worked unless otherwise provided.
- 15.07 Time off in lieu of overtime pay shall be compensated for at one and one-half (1 1/2) times the employee's rate of pay. The employee shall indicate to the Employer whether time off or pay is desired at the time the overtime is worked. Time off shall be taken by mutual agreement between the Employer and the employee, within forty-five (45) days from the time the overtime is worked, otherwise the employee shall be paid at one and one-half (1 1/2) times his hourly rate of pay.
- 15.08 The Employer shall keep secured at the worksite, an official ledger for each employee, overtime accrual (dates and hours accumulated, withdrawals and outstanding totals) for any employee to view when requested. All overtime accumulated not used or withdrawn will be paid out as of December 15<sup>th</sup>. This shall be completed one month following the tentative agreement.

## **ARTICLE 16 - SHIFT WORK**

- 16.01 **Rotation Shifts** - In order that equitable working conditions shall prevail, rotation from one shift to another shall be divided equally among employees.
- 16.02 **Exchange of Shifts** - Exchange of shifts between employees of similar classifications by mutual agreement, may be permitted, subject to prior approval by the Food Service Director or his delegate.
- 16.03 **Time Off between Shifts** - Time off between shifts shall not be less than sixteen (16) hours, unless otherwise mutually agreed.
- 16.04 The Employer shall endeavour to ensure, unless otherwise agreed, that no employee will be required to work more than seven (7) consecutive calendar days. Shift schedule shall be arranged to provide consecutive days off unless otherwise mutually agreed.
- 16.05 **Weekends** - In order to provide employees with as many weekends off as possible, schedules will be arranged so as to equally distribute weekends off. As a minimum, weekends will commence on Friday at 7:00 p.m. and end on Monday at 6:00 a.m..
- 16.06 **Split Shifts** - No employee shall be required to work split shifts during the term of this agreement, except by mutual agreement between the Employer and the Union.
- 16.07 **Schedule of Working Hours** - A schedule of working hours is defined as a written statement setting forth the days and shifts which employees are required to work during a two (2) week period.
- a) The schedule of working hours shall be posted fourteen (14) calendar days in advance of the commencement of the first shift that is being posted.
  - b) The schedule of working hours, once posted, will not be changed except in case of emergency, a situation beyond the control of the employer, or to accommodate Article 17.03.
  - c) The schedule of working hours will be posted in the appropriate work areas.

## **ARTICLE 17 - HOLIDAYS**

**17.01 List of Holidays** - All employees shall receive one day paid leave for each of the following holidays each year:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
New Brunswick Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Any other day duly proclaimed as a provincial or national holiday.

### **17.02 Qualifying for Holiday Pay -**

In order to qualify for holiday pay, employees must have worked on the scheduled work day prior to the holiday, and the scheduled work day immediately after the holiday, unless such absence occurs during paid leave of absence for any reason, or an approved leave of absence for Union business for a period of fifteen (15) consecutive days or less.

### **17.03 Working on Holidays -**

- a) A full-time employee who works on a statutory holiday will receive time and one-half plus another day off.
- b) When a statutory holiday falls on a full-time employee's scheduled day off, the employee shall have his day off rescheduled.
- c) When a full-time employee is called in to work on a rescheduled statutory holiday, he shall be paid at the overtime rate.
- d) The Employer agrees to rotate available full-time work on statutory holidays evenly amongst the full-time employees.

---

**17.04** Alternate time off per Article 17.03 above, will be rescheduled by mutual agreement between the Employer and the employee, provided, however, that the alternate day must be scheduled within forty-five (45) calendar days after the holiday. And shall be logged into a ledger as per Article 15.08.

17.05 All employees shall have either Christmas Eve day and Christmas Day, or New Year's Eve day and New Year's Day off. The Employer shall determine the number of employees who may be off at Christmas or New Year's within the limitations of this Article. Employees shall indicate their Christmas or New Year's preference prior to December 15<sup>th</sup>. The Christmas holiday time shall be prepared with preference given to the employees with the most seniority. New Year's holiday time shall be prepared with preference given to the employees with the most seniority except that no employee who worked Christmas Day shall be required to work New Year's Day.

## **ARTICLE 18 - LENGTH OF VACATION**

- 18.01 a) An employee with less than one year's service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay, calculated at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each full calendar month of service.
- b) An employee with more than one year's service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay, calculated at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each full calendar month of service - three (3) weeks.
- c) An employee with more than eight (8) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay calculated at the rate of one and two thirds ( $1 \frac{2}{3}$ ) days for each full calendar month of service - four (4) weeks.
- d) An employee with more than twenty (20) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay calculated at the rate of one and three eighths ( $1 \frac{3}{8}$ ) days for each full calendar month of service - four (4) weeks and one (1) day.
- e) An employee with more than twenty-one (21) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay calculated at the rate of one and five sixths ( $1 \frac{5}{6}$ ) days for each calendar month of service - four (4) weeks and two (2) days.
- f) An employee with more than twenty-two (22) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay calculated at the rate of one and eleven twelfths ( $1 \frac{11}{12}$ ) days for each calendar month of service - four (4) weeks and three (3) days.
- g) An employee with more than twenty-three (23) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay

calculated at the rate of two (2) days for each calendar month of service - four (4) weeks and four (4) days.

- h) An employee with more than twenty-four (24) years service as of July 1<sup>st</sup> of any year shall be entitled to annual vacation with pay calculated at the rate of two and one-twelfth (2 1/12) days for each calendar month of service - five (5) weeks

**18.02 New Employees** - A person who commences employment on any date of the month shall be eligible to begin accumulating vacation credits from the first day of the following month.

**18.03** Vacation pay shall be at the rate effective immediately prior to the annual vacation period. Any increase due during the vacation period shall apply from its effective date.

**18.04 Computing Vacation** - In addition to an employee's regular working day, for the purpose of computing vacation entitlement, credit shall be given:

- a) for days on which the employee is on vacation;
- b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this agreement;
- c) for days on which the employee is on sick leave pursuant to the terms of this Agreement;
- d) for days on which the employee is absent from work while receiving Worker's Compensation benefits;
- i) for days on which the employee is on Union business as provided for in this Agreement, except for extended leave.

**18.05 Vacation Schedule** - The Employer shall determine the number of employees who may be on vacation during any given period. Employees shall indicate their vacation preference prior to March 31<sup>st</sup> of each year. Vacation schedule shall be prepared with preference given to the employee(s) with the most seniority within each classification regardless of sex. The vacation schedules shall be posted by the Employer by May 1<sup>st</sup> of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Where possible, days off shall be given both immediately preceding and immediately following vacations.

**18.06 Holiday during Vacations** - If one of the holidays referred to in Article 17 falls on, or is observed during the employee's vacation period, he shall be granted an additional day off without loss of pay, which shall be his holiday, as provided in Article 17.

- 18.07 **Vacation Pay on Termination** - An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with this Article.
- 18.08 The Employer shall schedule vacation based on classification. For greater clarification the Employer shall allow at least one employee for each classification vacation together at the same time whenever possible.
- 18.09 The Employer shall keep secured at the worksite, an official ledger for each employee's monthly vacation ledger (accrual, withdrawals, and monthly balances) for any employee to view when requested. This shall be completed one month following the tentative agreement.

## **ARTICLE 19 - LEAVE OF ABSENCE**

- 19.01 **Grievances** - An employee who has filed a grievance in accordance with the grievance procedure, Article 7, shall be granted time off with pay when a grievance hearing is held including Arbitration.
- 19.02 **Negotiations** - Leave of Absence with pay and without loss of seniority shall be granted to one (1) member to attend official negotiation sessions. All others will be without pay.
- 19.03 **Conventions and Education Seminars** -
- a) At the written request of the Union, the Employer shall grant leave of absence without pay, or loss of seniority to employees designated by the Union for the purpose of attending Labour Conventions, Council Meetings and Education.
  - b) The Union shall provide or instruct the Employer to provide at no additional cost to the Employer, an acceptable qualified alternate employee as a replacement for the employees requiring leave of absence of short duration for carrying on the Union's business.
- 19.04 **Bereavement Leave** -
- a) Where a member of his immediate family dies, an employee shall be entitled to special leave with pay for the period from notification of death up to five (5) days.
  - b) For the purpose of clause 19.04 (a) - the immediate family is defined as father, mother, brother, sister, spouse, or common law spouse, child of the employee, ward, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law.

- c) An employee is entitled to special leave with pay, up to three (3) days in the event of the death of the employee's brother-in-law, sister-in-law, for the purpose of attending the funeral.
- d) Where the burial occurs outside the province, special leave may be granted for the purpose of travel to a maximum of two days.
- e) Additional special leave with pay may be granted upon request to the Employer.
- f) An employee who on annual vacation suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave on the same basis as if he had been scheduled to work during vacation.

**19.05 Jury Duty - Witness** - The Employer shall grant leave of absence from work to an employee who:

- a) is required to serve on a jury; or
- b) is required to appear at a Coroner's inquest on a day which is not a regular day of work for a work related matter, and who shall be paid according to the provisions of Article 15 of this Agreement. The Employer would be required to pay the difference between what the Court pays and their salary for that day. This article does not include Arbitration cases;
- c) produces a certificate of attendance and returns to work on any day he is not required to serve for the entire day.

Such employee shall be paid the difference between their regular pay and the amount received as a juror, or as a witness, excluding travelling, meals and other expenses.

**19.06 Maternity Leave** - The Employer agrees to comply with existing federal and provincial legislation.

**19.07 Examination Leave** - If an employee is required by the Employer to write examinations or attend a course to improve his qualifications or position, such employee shall not suffer any loss of pay, seniority, or benefits in order to write such examinations or attend a course held during the employees working hours.

**19.08 General Leave** - The Employer may grant leaves of absence with or without pay, and without loss of seniority, for cases of emergency or for any good and sufficient cause. Such leave will not be unreasonably withheld.

- 19.09 A full-time employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay by the employer, without loss of seniority for a period of up to one (1) year. On request such leave may be renewed each year during his term of office.
- 19.10 Any employee adopting children shall be eligible for a leave of absence without pay for a period of up to one (1) month after the arrival of the child in the adopting house. Where a husband and wife are both members of the bargaining unit, only one shall be granted such leave.
- 19.11 Employees eligible to vote shall be allowed time off work with pay according to Federal, Provincial or Municipal Statutes.
- 19.12 **Leave for Medical and Dental Appointments** - Sick Leave will be granted in 1/2 day increments for medical and dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify his supervisor of the time of the appointment as soon as the appointment is confirmed.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

- 20.01 a) **Wages** - The wages for employees shall be on an hourly basis and paid in accordance with the rates and effective dates set out in the attached Schedule "A", which forms part of this Agreement.
- b) The hourly rate in Schedule "A", is to be used to compute appropriate additions to or deductions from the employee's wages.
- 20.02 **Pay Days falling on Holidays** - Where the regular pay day falls on a holiday, pay day shall be the last banking day prior to such holiday. The Employer agrees to make available the pay cheques of employees during banking hours.
- 20.03 **Equal Pay for Equal Work** - The principle of equal pay for equal work shall apply, regardless of sex.
- 20.04 **Pay during Temporary Transfers** - Eligible employees shall be paid that step on the pay scale of the higher classification which will allow a minimum increase of five percent (5%). Should that step in the higher scale exceed ten percent (10%) then a maximum of ten percent (10%) shall be paid. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which he is assigned.

- 20.05 **Vacation Pay** - Upon giving at least three (3) weeks notice, employees shall receive their vacation pay on the last payday preceding the commencement of their vacation.
- 20.06 **Supplement of Worker's Compensation** - An employee eligible for compensation benefits under the Worker's Compensation Act for injury on the job, shall be paid his full salary during this period of total temporary disability. The compensation received from the New Brunswick Worker's Compensation Board shall be returned to the Employer.
- 20.07 **Employer Language** – If due to an employer's error, an employee does not receive his/her full pay on pay day, upon request, the employer shall pay the employee within three (3) banking days.
- 20.08 The Employer shall provide safety footwear for all employees on an as needed basis.
- 20.09 The Employer shall pay for all employment related courses up to and including, parking, meals, and mileage.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

- 21 a) The Employer shall pay no less than fifty-five percent (55%) of the cost of the premiums of the benefit plan specified in the company benefit booklet for all employees other than probationary employees on the first of the month following completion of ninety (90) days of employment.
- b) The Employer shall pay no less than fifty- percent (55%) of the cost of the dental plan for all employees other than probationary employees on the first of the month following completion of ninety (90) days of employment.

The Employer shall deduct the employee's share of the cost of the premium of the plan when so authorized by the employee.

The benefit package will change from Great West Life Plan 36 to Great West Life Plan 50.

**Employees shall be allowed to continue to participate in the benefit plan at active rates until the age of seventy (70) as long as they are still employed by Sodexo.**

## **ARTICLE 22 - RETIREMENT AND PENSION PLAN**

In this Article, the terms used shall have the meanings as described:

Both Parties agree to be bound by the participation agreement in Schedule "A" forming this Collective Agreement regarding the Multi Sector Employee Pension Plan.

22.01 "Plan" means a retirement vehicle as determined by the Union.

"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;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.
- iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for 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; and
- v) \_\_\_\_\_;

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

"Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of service.

22.02 Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each period, an amount equal to two percent (2%) of Applicable Wages to the Plan.

**Effective December 1, 2014 each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three (3%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each period, an amount equal to three (3%) of Applicable Wages to the Plan.**

22.03 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 Plan Administrator.

22.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 22.05 of the agreement include:

- i) *To Be Provided Once Only At Plan Commencement*
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- ii) *To Be Provided With Each Remittance*
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) *To Be Provided Initially and As Status Changes*
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status
- iv) *To Be Provided Annually but no later than December 1*
  - Current complete address listing

22.05 In the event the Union determines the retirement vehicle to be a pension plan, 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-1.

## **ARTICLE 23 - SICK LEAVE**

23.01 **Amount of Sick Leave** - Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one quarter (1 1/4)

days per month for each calendar month of continuous employment, up to a maximum of two hundred and forty (240) days.

The Employer shall keep secured at the worksite, an official ledger for each employee recorded sick-time, benefits (dates, months, of both accrual and deductions and monthly totals) for any employee to view when requested. This shall be completed one month following the tentative agreement.

**23.02 New Employees** - A person who commences employment on any day of the month shall be eligible to begin accumulating sick leave credits from the first day of the following month.

**23.03 Days Counted for Computing Sick Leave** - For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- a) days on which the employee is on vacation;
- b) days on which the employee is on leave of absence with pay pursuant to the Agreement;
- c) days on which the employee is on sick leave pursuant to the terms of the Agreement;
- d) days on which the employee is absent from work while receiving Worker's Compensation Benefits; and
- e) Statutory holidays or days taken in lieu thereof.

**23.04 Employees on Leave or Suspended** - Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 10, exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for the month, but the employee shall retain any sick leave credits prior to such leave of absence or suspension.

**23.05 Notification of Sickness** - An Employee who is absent from work due to sickness or accident and who wishes to use sick leave credits shall endeavor to notify the Food Service Director or her delegate no less than two (2) hours prior to the start of their shift.

---

**23.06 Deduction of Sick Leave**

- a) Subject to Clause 23.05, a deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave.
- b) When an employee is absent from work due to illness for any part of a shift, deduction of sick leave will be made as follows:

- i) less than three hours on duty - one (1) sick day leave;
  - ii) more than three hours but less than eight (8) hours on duty - one half day sick leave;
  - iii) eight (8) hours or more on duty - no deduction.
  - iv) that the above did not guarantee a ten (10) hour work day.
- c) Notwithstanding Clause 17.02, when an employee is on approved leave for four (4) consecutive days or more and a holiday under Article 17 occurs during that period of illness, the holiday will be taken in lieu of sick time.

**23.07 Proof of Illness** - The Employer has the right to investigate the use of sick leave and to require the employee to submit upon his return to work satisfactory medical evidence from a qualified medical practitioner. Such proof of illness, if requested, shall be asked during his illness and shall be paid for by the employer.

- a) After more than three (3) consecutive working days lost time due to sickness, a doctor's certificate shall be submitted by the employee or time lost will be deducted from the employee's wages in accordance with the hourly rates listed in Appendix "A". Where the Employer has reason to believe that an employee is misusing the sick leave privilege, such employee may be required to produce a doctor's certificate for an absence of three (3) days or less for which sick leave is sought and if a certificate is not produced after such request, the time absent from work will be deducted from the employee's wages.
- b) Where a doctor's certificate is requested for absences of three (3) days or less under 23.07 (a) above, such proof of illness shall be requested during the illness unless the employee has been issued a standing directive that requires him to submit a doctor's certificate for any period of absence for which sick leave is sought. An individual standing directive shall be valid for a period of not more than twelve months following the date of issue of the same.

**23.08 Payment of Sick Leave at Retirement** - Employees will be able to receive credit and payment for unused sick leave to a maximum of thirty (30) days at retirement (minimum 55 years of age).

**23.09 Worker's Compensation** - The absence of an employee who is receiving compensation under the Worker's Compensation Act shall not be charged against the employee's sick leave or vacation credit.

**23.10 Veterans** - Special leave shall be granted with no loss of pay or sick leave credits to veterans on disability pension who are called to report to a

medical board for examination or investigation in connection with their disability.

- 23.11 a) An employee who, while on annual vacation, becomes hospitalized, may use sick leave credits rather than lose any portion of vacation.
- b) An employee who, while on annual vacation, becomes an outpatient of a hospital, under a physician's care for two (2) or more consecutive days, may use sick leave credits rather than lose any portion of vacation.
- c) In such cases where sick leave is claimed, proof of illness must be supplied. The Employer is to be notified at the time of the illness.
- 23.12 Under normal circumstances, no employee's duties or workload shall be increased or altered due to another employee's use of sick leave.
- 23.13 In the event that an employee has to miss work because of inclement weather (i.e. snow/ice storm...), that employee shall have the opportunity to use either vacation or accumulated time to replace regular hours of work.
- 23.14 The Employer agrees to post the phone number for employees to call when calling regarding an inability to attend work.

#### **ARTICLE 24- CLASSIFICATION**

- 24.01 **Present Classification** - The classifications covered by this Agreement shall be those listed in Schedule "A" of this Agreement.
- 24.02 **Job Descriptions** - The Employer agrees to draw up job descriptions for all positions 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, 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 rates shall become retroactive to the time the new position was first filled by an employee, or the date of change in job duties.
- 
- 24.03 Where a new classification plan is implemented the new wage rate shall be subject to negotiation between the Parties. Until such wage rate changes are resolved through negotiations, the employee shall retain the salary he was receiving and shall be eligible to receive the wage increases provided in Schedule "A".

## **ARTICLE 25 - SAFETY AND HEALTH**

25.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment; protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health. Therefore, representatives from the Union and the Employer shall be appointed to a Safety Committee in accordance with the Act which shall:

- a) consist of equal representation from both the Employer and the Union;
- b) be involved in the establishment and enforcement of policies involving safety practices;
- c) keep the employees informed of all policies involving safety practices;
- d) maintain an appropriate bulletin board for the exclusive use of the Safety Committee;
- e) carry out safety inspections and investigate reported unsafe conditions;
- f) post minutes of all Safety Committee meetings on bulletin boards.

25.02 The Employer and the Union recognize that the provisions of the Occupational Health and Safety Act and regulations shall apply.

25.03 The Employer shall comply with all applicable Federal and Provincial Health regulations, and in cooperation with the Employer, all employees agree to submit to a medical examination, stool testing, and chest x-ray on hiring, and annually at the expense of the Employer.

## **ARTICLE 26 - JOB SECURITY AND TECHNOLOGICAL CHANGE**

26.01 **Notice of Termination of Employer's Contract** - In the event the Employer loses its Food Service contract, the Employer agrees to give the Union thirty (30) days notification.

26.02 **Future Employment** - The Employer will make every reasonable effort to place the laid off employees at another location of the Employer, the future employer, or with the province.

26.03 **No New Employee** - No additional employee shall be hired by the Employer until employees affected by the change of employees on lay off have been notified of the proposed technological or other change, and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

26.04 **Technological Change - Training Benefits** - Where new or greater skills are required than already possessed by affected employees under the present methods of operation such employee shall, at the expense of the Employer, be given a period of time not to exceed three (3) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 27 - LABOUR-MANAGEMENT COMMITTEE**

27.01 The Parties acknowledge the mutual benefits to be derived from joint consultation and agree that the Labour Management Committee shall be employed as a forum for meaningful consultation concerning the interpretation and application of this Agreement, and contemplated changes in conditions not governed by this Agreement, and/or other matters of mutual interest.

## **ARTICLE 28 - UNIFORMS**

28.01 **Uniforms** - Where full-time employees are required to wear uniforms, five (5) uniforms will be provided by the Employer. Where part-time employees are required to wear uniforms, three (3) uniforms will be provided. Uniforms will remain the property of the Employer and shall not be worn off duty.

All uniforms and other equipment issued to employees shall be returned to the Employer upon termination of employment.

## **ARTICLE 29 - DEFINITIONS**

29.01 An employee means a person who does the work in the bargaining unit and is further defined as follows:

**Full-time Employee** - an employee who regularly does the work in bargaining unit, thirty (30) hours or more per week;

**Part-time Employee** - an employee ordinarily required less than thirty (30) hours per week.

These definitions are not a guarantee of hours. Further, the number of hours worked determines full-time or part-time status.

29.02 Wherever the masculine is used in this Agreement, it shall refer equally to the feminine.

29.03 In this Agreement, "work unit" means a unit of employee(s) under a supervisor.

29.04 a) In this Agreement, "Manager" means the first line of personnel supervision outside the bargaining unit. The Employer agrees that the manager will not perform bargaining unit work, except in cases of training or emergencies beyond the control of the employer.

b) A lead hand is an employee responsible for the supervision of the unit in the absence of the manager and shall be a member of the bargaining unit. The lead hand appointed will be the most senior member of the bargaining unit in the absence of the manager.

29.05 a) A shift is a period of work in a schedule.

b) A work week shall be defined from Saturday to Friday.

29.06 In this Agreement, words defined in the Industrial Relations Act have the same meaning as in the Act.

29.07 In this Agreement "Employer's premises" means Sodexho Canada Ltd., at the Alcohol and Drug Dependency Commission, South Bay, NB.

### **ARTICLE 30 - GENERAL**

30.01 Any personal property loss or damage suffered by an employee caused by working with patients, in the course of carrying out assigned duties, shall be replaced or reimbursed by the Employer without cost to the employee provided there has been no negligence on the part of the employee, and provided such loss or damage is reported immediately in writing.

**30.02 The Employer will provide a union bulletin board in each worksite. In multi-floor buildings, a union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees.**

**The bulletin boards will be used solely for postings by the Union.**

30.03 The Union may post on such boards any notices of Union meetings and cards of special nature signed by the authorized Union representative.

Any other document previously submitted to the Food Service Director or his delegate may be posted.

- 30.04 Greater Benefits - If any legislation results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to this Agreement.
- 30.05 The Employer shall continue its current practice with respect to employees signing in and out on standard Sodexho Canada Ltd. sign in/out sheets.
- 30.06 A person who has attained the status of employee shall receive all rights and benefits under this Agreement retroactive to the signing of this Agreement.
- 30.07 The Employer recognizes its responsibility to ensure that the safety, security and dignity of its staff is protected. Therefore, when making assignments, supervisors will use discretion at all time.
- 30.08 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union may be as follows:

TO THE EMPLOYER: Anne McFetridge – District Manager  
Sodexho Canada Ltd.  
joe.williams@SodexhoCa.com

TO THE UNION: CUPE Local 846, Secretary-Treasurer  
208 Lancaster Avenue  
Saint John, NB E2M 2K9

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

- 31.01 **Term of Agreement** - This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning **September 1, 2013** and ending **August 31, 2017** and shall automatically be renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation of a new Agreement by giving notice to the other Party (30) calendar days and not more than sixty (60) days prior to the expiration date of this Agreement or any renewal thereof.
- 
- 31.02 **Agreement Continue in Force** - Where a notice requesting negotiations of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached by way of renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the Industrial Relations Act.

### 31.03 **Retroactivity**

- (a) Retroactivity pay will be applicable to all full-time employees who are on the payroll as of the date of signing of the agreement and shall be in accordance with the rate in Schedule "A" for all paid hours between the date of the increase and the date of the signing.
- (b) Retroactivity shall also apply to those part-time workers who are on the payroll as of the date of signing of the agreement and shall be in accordance with the rates specified in Schedule "A" and modified by Schedule "B" for all paid hours between the date of the increase and the date of the signing.
- (c) Those employees who left their employment before completing their probationary period, or those who were discharged for just cause, shall not be eligible for retroactive pay.

31.04 **Wages** - Applicable wage rate shall be those shown in Schedule "A" which forms part of this Agreement.

31.05 **Part-time Employees** - This Agreement is applicable to all part-time employees except as provided for in Schedule "B" which forms part of this Agreement.

31.06 Unless otherwise stated, all terms and conditions of employment shall be effective on the date of signing of this Agreement.

IN WITNESS THEREOF, THE PARTIES AFFIX THEIR SIGNATURE TO THIS AGREEMENT AT SAINT JOHN, NEW BRUNSWICK, THIS 23 DAY OF October 2014

FOR SODEXHO CANADA LTD.:

FOR THE UNION

- CUPE LOCAL 846

Anne Fitch  
Maurice Dye

Patti D. Harrity  
[Signature]

**SCHEDULE "A"**

|                | <b>Present</b> | <b>Sept. 1/13</b> | <b>Sept. 1/14</b> | <b>Sept. 1/15</b> | <b>Sept. 1/16</b> |
|----------------|----------------|-------------------|-------------------|-------------------|-------------------|
|                |                | \$0.80 per hour   | \$0.60 per hour   | \$0.75 per hour   | \$0.90 per hour   |
| <b>GSW</b>     |                |                   |                   |                   |                   |
| (A)            | 14.90          | 15.70             | 16.30             | 17.05             | 17.95             |
| (B)            | 15.35          | 16.15             | 16.75             | 17.50             | 18.40             |
|                |                |                   |                   |                   |                   |
| <b>Cook I</b>  |                |                   |                   |                   |                   |
| (A)            | 17.07          | 17.87             | 18.47             | 19.22             | 20.12             |
| (B)            | 17.40          | 18.20             | 18.80             | 19.55             | 20.45             |
|                |                |                   |                   |                   |                   |
| <b>Cook II</b> |                |                   |                   |                   |                   |
| (A)            | 17.85          | 18.65             | 19.25             | 20.00             | 20.90             |
| (B)            | 18.20          | 19.00             | 19.60             | 20.35             | 21.25             |

A) is based on date of hire

B) is based on after 90 days

**Casual Call-In List – The employer agrees to try to add to the casual call in list so that there are two (2) general help available on call.**

**SCHEDULE B**  
**Part-time Employees**

Employees defined as part-time employees shall be subject to the provisions of this Collective Bargaining Agreement, subject however, to the following amendments:

- A. i) Employees falling under this Schedule shall be in a separate seniority group from full-time employees.
- ii) Seniority for employees covered by this Schedule shall be defined on the basis of the number of days such employees have worked. For the purpose of converting hours worked to days worked, six (6) hours will equal one (1) day. Employees covered by this Schedule shall have the total hours worked during a year placed beside their name on the seniority list.
- B. **Hours of Work** - Article 14 does not apply, except it is understood by both Parties that the regular hours of work for part-time employees shall not exceed seventy-five (75) hours in a two week period.
- C. **Overtime** - Employees covered by this Schedule shall receive overtime as per Article 15, except it is understood by both Parties to this Agreement that overtime, except on holidays, shall first be offered to full-time employees.
- D. **Rest** - Employees covered by this Schedule who work three and one-half (3 1/2) hours in a day shall receive one (1) rest break of twenty (20) minutes. Employees who work the full shift on any day shall receive a normal lunch break. It is understood by both Parties that no employee shall be required to work more than five (5) hours without a lunch break.
- E. **Holidays** - Article 17 does not apply to employees covered by this Schedule, however, in the event that an employee is required to work on a holiday he shall be paid at the rate of two (2) times his basic hourly rate for all hours worked on such holiday.
- F. **Vacation** - Article 18 will not apply to employees covered by this Schedule. However, employees whose seniority is such that they would be qualified for vacation entitlement under Article 18 shall be as follows:

Four (4) percent of the previous year's earnings for those employees with less than one (1) year part-time employment.

Six (6) percent of the previous year's earnings for those employees with more than one (1) year part-time employment.

- G. **Sick Leave** - Employees covered by this Schedule shall be entitled to Sick Leave, to be pro-rated based on hours of work with accumulation of 60 days and shall be recorded as per Article 23.01.
- H. **Group Insurance** - All qualified part-time employees shall be entitled to join the Employer's Insurance Scheme as provided under Article 23.
- I. **Shift Work** - Articles 16.04, 16.05 and 16.06 shall not apply.
- J. **Probationary Period** - Employees covered by this Schedule shall be considered probationary employees until they have completed four hundred and fifty (450) hours of work from their date of last employment. The Employer agrees that the supervisor will not perform bargaining unit work, except in cases of training or emergencies beyond the control of the Employer.
- K. **Rate of Pay** - Employees covered by this Schedule shall receive the hourly rate as provided under Schedule.

LETTER OF UNDERSTANDING

DATE: October 23/2014

RE: SODEXHO CANADA LTD. MEAL POLICY

It is mutually agreed between the Parties that the employees be charged one dollar (\$1.34) GST inclusive for the meal benefit for anyone that works three (3) hours or more per day.

FOR SODEXHO CANADA LTD.

FOR THE UNION - CUPE 846

Amie Fitts

Paul D. Harrison

Maurice Dye

[Signature]