

# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / *Canadian Union  
of Public Employees*  
**LOCAL 4822**

(Peter Lougheed Centre, Rockyview General Hospital and Central Pharmacy)

AND

The Sodexo logo features the word "sodexo" in a blue, lowercase, sans-serif font. A red swoosh underline is positioned beneath the letters "o" and "d". A blue five-pointed star is located above the letter "o".

**SODEXO CANADA LTD.**

**November 1, 2020 to April 30, 2022**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1: TERM OF COLLECTIVE AGREEMENT</b> .....	<b>1</b>
<b>ARTICLE 2: DEFINITIONS</b> .....	<b>2</b>
<b>ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT</b> .....	<b>3</b>
<b>ARTICLE 4: UNION RECOGNITION</b> .....	<b>3</b>
<b>ARTICLE 5: UNION MEMBERSHIP, SECURITY &amp; CHECKOFF</b> .....	<b>4</b>
<b>ARTICLE 6: MANAGEMENT RIGHTS</b> .....	<b>5</b>
<b>ARTICLE 7: DISCRIMINATION</b> .....	<b>5</b>
<b>ARTICLE 8: OCCUPATIONAL HEALTH &amp; SAFETY</b> .....	<b>7</b>
<b>ARTICLE 9: JOB CLASSIFICATION</b> .....	<b>7</b>
<b>ARTICLE 10: BULLETIN BOARDS</b> .....	<b>9</b>
<b>ARTICLE 11: SHOP STEWARDS</b> .....	<b>9</b>
<b>ARTICLE 12: GRIEVANCE PROCEDURE</b> .....	<b>9</b>
<b>ARTICLE 13: PROBATION PERIOD</b> .....	<b>13</b>
<b>ARTICLE 14: WAGE RATE</b> .....	<b>13</b>
<b>ARTICLE 15: PAY DAYS</b> .....	<b>13</b>
<b>ARTICLE 16: HOURS OF WORK</b> .....	<b>13</b>
<b>ARTICLE 17: OVERTIME</b> .....	<b>15</b>
<b>ARTICLE 18: CALL-BACK</b> .....	<b>16</b>
<b>ARTICLE 19: PYRAMIDING</b> .....	<b>16</b>
<b>ARTICLE 20: RESPONSIBILITY PAY &amp; SHIFT PREMIUM</b> .....	<b>16</b>
<b>ARTICLE 21: ANNUAL VACATION</b> .....	<b>17</b>
<b>ARTICLE 22: NAMED HOLIDAYS</b> .....	<b>19</b>
<b>ARTICLE 23: SICK LEAVE</b> .....	<b>20</b>
<b>ARTICLE 24: WORKERS' COMPENSATION</b> .....	<b>22</b>
<b>ARTICLE 25: HEALTH BENEFITS</b> .....	<b>22</b>
<b>ARTICLE 26: LEAVE OF ABSENCE</b> .....	<b>23</b>
<b>ARTICLE 27: BEREAVEMENT</b> .....	<b>25</b>
<b>ARTICLE 28: UNIFORMS</b> .....	<b>26</b>
<b>ARTICLE 29: JOB POSTINGS, TRANSFERS &amp; PROMOTIONS</b> .....	<b>26</b>
<b>ARTICLE 30: DISCIPLINE, DISMISSAL &amp; RESIGNATION</b> .....	<b>27</b>
<b>ARTICLE 31: SENIORITY</b> .....	<b>29</b>
<b>ARTICLE 32: LAYOFF &amp; RECALL</b> .....	<b>30</b>
<b>ARTICLE 33: CASUAL EMPLOYEES</b> .....	<b>30</b>
<b>ARTICLE 34: VOLUNTARY REGISTERED RETIREMENT SAVINGS PLAN</b> .....	<b>32</b>
<b>ARTICLE 35: UNION MANAGEMENT COMMITTEE</b> .....	<b>32</b>
<b>SALARY APPENDIX "A"</b> .....	<b>33</b>

Collective Agreement made this 1st day of November 2021

between

SODEXO CANADA LIMITED  
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4822  
(hereinafter referred to as the "Union")

## **PREAMBLE**

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent hospital services in the Housekeeping Department, it is the intent of the parties to:

- a) Ensure the provisions of the best possible service;
- b) Protect the interest of patients, employees and the community;
- c) Maintain and improve harmonious relations between the Employer and the Union.
- d) Recognize the mutual value of joint discussions.
- e) To have no stoppage of work, or refusal to perform work during the term of this Agreement.

## **ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including Appendices, unless altered by mutual consent of both parties, shall be in force and effect from November 1, 2020 up to and including April 30, 2022 and from year to year thereafter unless amended.

Notification of desire to amend this Collective Agreement may be given in writing by either party during the period between sixty (60) days, nor more than one hundred twenty (120) days prior to its expiration date.

1.02 When either party serves notice of their desire to amend this Collective Agreement under Article 1.01, the Negotiating Committees shall exchange any proposed amendments at the commencement of negotiations.

1.03 This Collective Agreement shall remain in full force and effect until a new Collective Agreement is executed.

## **ARTICLE 2: DEFINITIONS**

2.01 An "Employee" shall mean any employee of the Employer for whom the Union has been certified as bargaining agent.

a) "Regular Employee" is one who works on a full-time or part-time basis:

i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16: Hours of Work.

ii) "Part-time Employee" shall mean an employee who works scheduled shifts pursuant to Article 16.07 provided, however, that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment.

b) "Casual Employee" shall mean an employee who is hired to fill a position(s) made available as a result of a sickness, injury, approved leave of absence, vacation, or Named Holiday, or for a specific job for a period of three (3) months or less. When a casual employee is hired for a specific job, the Employer shall advise the Union in writing of the casual employee's name, classification, department, and nature of the assignment. The term of employment of such casual employee may exceed three (3) months by mutual agreement in writing between the Employer and the Union. A casual employee may work either full-time or part-time hours.

2.02 a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to part-time employees.

b) Casual employees do not have a continuing employment relationship with the Employer, and except as specifically stated in Article 33 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to casual employees. The Employer has the right to stop scheduling a Casual employee due to the employee's unavailability, unsuitability and/or consistent refusal of shifts.

2.03 "Date of Employment" for any purposes in this Agreement shall be the first day the employee actually worked for the Employer.

2.04 Where indicated by context or intent of this Collective Agreement, the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.

2.05 "Shift" shall mean a daily tour of duty, excluding overtime hours.

- 2.06 “Basic Rate of Pay” shall mean the applicable step in the pay range of the employee’s classification, as set out in Appendix “A” – Rates of Pay.
- 2.07 “Pyramiding” means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 2.08 “Employer” shall mean and include Sodexo Canada Limited.
- 2.09 “Union” shall mean the Canadian Union of Public Employees, Local 4822.

### **ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT**

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement, and shall form part of this Collective Agreement.

### **ARTICLE 4: UNION RECOGNITION**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement as described in Certificate 61-2007 of the Labour Relations Board, issued pursuant to the Labour Relations Code and amendments thereto.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of this Collective Agreement.

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Labour Relations of the employer or their designate and the Secretary of the Union, with a copy sent to the Local President and National Representative of the Union.

- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when Regular employees are not available and, provided, that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular employee.
- 4.05 The Employer recognizes that the Union may have the assistance of a CUPE National Representative during communications with the Employer, and in exercising its rights as outlined in this Collective Agreement.

## **ARTICLE 5: UNION MEMBERSHIP, SECURITY & CHECKOFF**

5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of the signing of this Collective Agreement, or who in the future decide to become members of the Union, shall, as a condition of employment, maintain their membership in the Union during the life of this Collective Agreement.

5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner that is in keeping with the payroll system in effect for the Employer. Deductions shall be forwarded to CUPE National no later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list that shall indicate each employee's name, employment status and the amount deducted from each employee. A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of Canadian Union of Public Employees, Local 4822.

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

On ratification of this collective agreement, and in accordance with this Article, the Union will be requiring the Employer to deduct from each new employee the \$2.00 non-refundable initiation fee and remit monthly with the Union Dues.

5.03 The Employer will note the individual Union dues deducted and enter the amount of T4 Slips issued for income tax purposes.

5.04 A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory.

5.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the employees covered in this Agreement. Such notice shall be communicated to the Employer at least forty-five (45) days prior to the effective date of change.

5.06 The Union shall indemnify and hold harmless the Company from any claims, suits, judgments, attachments, and from any form of liability as a result of such deductions in accordance with the foregoing authorization; and the Union will refund direct to all employees from which wrongful deductions was made except in the case of a Company error.

5.07 The Employer shall provide to the Union on a monthly basis, a list of all employees who fall within the bargaining unit, including name, address, phone number and classification. Such list may be remitted electronically to the Union.

## **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.01 Management reserves all rights not specifically restricted by this Collective Agreement.
- 6.02 Management shall have the exclusive right to direct the work force, and the right to hire, transfer, lay-off because of lack of work, maintain discipline and efficiency, provided, however, that this shall not be used for the purpose of discriminating against any employee because of his/her membership or legitimate activities in the Union.
- 6.03 The Employer shall have the right to determine the size and composition of its work force, to introduce new and improved methods, and equipment. To determine schedules and type of work and to require adherence to safety rules.
- 6.04 The Union recognizes the Employer's right to discipline/discharge employees for cause. The right to make and enforce reasonable rules and regulations not inconsistent with the terms of this agreement for the purpose of efficiency, safety practices and discipline.

## **ARTICLE 7: DISCRIMINATION**

- 7.01 The Employer and the Union agree that there shall not be any discrimination, harassment or abuse against any employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual preference, age, or marital status, mental disability or physical disability, or because of their connection with trade Union organizations.
- 7.02 In accordance with the Employer's Harassment Free Workplace Policy, the Employer and the Union are committed to improving the workplace by maintaining a work environment for all employees which is free from all forms of harassment. In order to help enhance the dignity and self worth of all employees the Employer and the Union are committed to a harassment free workplace. The Employer and the Union will not tolerate, ignore or condone workplace harassment. All employees are responsible for respecting the dignity and rights of their co-workers.
- 7.03 a) Harassment means any objectionable conduct or display by a person(s) that is directed at an Employee and is disrespectful behaviour or misuse of power such as intimidation, threats, coercion or favouritism. It may be a single incident or a series of incidents.
- b) Examples of harassment are:
- 1) verbal abuse or threats;
  - 2) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;

- 3) displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- 4) practical jokes which cause awkwardness or embarrassment;
- 5) unwelcome invitations or requests, whether indirect, explicit or intimidating;
- 6) leering or other gestures;
- 7) unnecessary physical contact such as touching, patting, pinching or punching;
- 8) physical assault; and
- 9) bullying

c) Principle of Fair Treatment:

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

d) Shared Responsibility:

The Employer and the Union acknowledge a shared responsibility to:

- 1) prevent harassment;
- 2) promote a safe, abuse-free working environment;
- 3) uphold the philosophy of zero tolerance of harassment.

e) Cooperation:

Employee and the Union representatives will be expected to cooperate with management in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

f) Policy:

The Employer shall ensure a policy is developed in accordance with this Article to address the issue of workplace harassment.

7.04 Attempt to Resolve:

- a) If an Employee believes that they have been discriminated against or harassed, an Employee should tell the alleged harasser to stop.



- b) If the behaviour does not stop at this point, or if the Employee does not feel able to approach the alleged harasser directly, that the Employee or the Union should file a formal complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- c) Upon receipt of any verbal or written formal complaint, the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation or grievance.

## **ARTICLE 8: OCCUPATIONAL HEALTH & SAFETY**

- 8.01 It is the Employer's responsibility to make provisions for the health and safety of the employees during the hours of their employment and to provide direction and instruction in the safe performance of their duties. The Employer shall implement its Health & Safety Program in cooperation with the employees and the Union. The Employer shall comply with all applicable health and safety environmental legislation and regulations in effect on the effective date of this Agreement, as minimum standards. Specifically, this implementation shall include:
- a) The formation of a joint Health & Safety Committee which shall include Union representation. The Union shall appoint a Union representative who is scheduled to work Monday to Friday on either the day or evening shift.
  - b) Exchange of information designed to facilitate the maintenance of a safe and healthy work place.
- 8.02 A fully stocked first aid kit shall be provided by the Employer in the Housekeeping Office at each work site.

## **ARTICLE 9: JOB CLASSIFICATION**

### **9.01 Classification Criteria**

The Employer shall provide classification criteria for all classifications listed in Appendix "A" – Rates of Pay

- 9.02 In the event that the Employer creates a new classification or changes an existing classification which is within the scope of the bargaining unit in accordance with Article 4, the following will occur:
- a) Employer shall provide classification criteria for the new or changed classifications to the Union;

- b) The basic rate of pay for the new or changed classifications shall be established by the Employer;
- c) The Employer shall notify the Union of the basic rate of pay for the new or changed classifications as established by the Employer;
- d) In the event that the basic rate of pay for the new or changed classifications established by the Employer is not acceptable to the Union, within thirty (30) calendar days from the date they received notification of same, the Union shall notify the Employer that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
- e) Within thirty (30) calendar days the Employer and the Union shall meet to negotiate the basic rate of pay for the new or changed classifications established by the Employer.

#### 9.03 Extension of Time Limits

The time limits outlined in Articles 9.02 and 9.03 may be extended by mutual consent in writing between the Union and the Employer.

#### 9.04 Classification Review

- a) In the event that an employee believes that their current position is not properly allocated, the employee may request a classification review of their current position.
- b) Where a classification review is requested, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria and other similar positions.

The employee and the Union will be advised, in writing, of the results of the classification review.

9.05 Classification appeals and/or adjustments shall be effective the initial date of application.

9.06 Ability for employee to grieve results of classification review up to Step IV: Arbitration of the Grievance Procedure.

#### 9.07 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a Regular employee to a classification with a lower basic rate of pay, such employee, while employed in such position, shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to, or greater than their previous basic rate of pay.

## **ARTICLE 10: BULLETIN BOARDS**

10.01 The Employer shall provide bulletin boards, which shall be placed so that all employees shall have access to them, and upon which the Union shall have the right to post notices of interest to employees.

## **ARTICLE 11: SHOP STEWARDS**

11.01 Shop Stewards, not to exceed five (5) Shop Stewards at the Rockyview General Hospital, five (5) Shop Stewards at the Peter Lougheed Hospital, and one (1) Shop Steward at Central Pharmacy, will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer.

11.02 Designated elected Union Officers of CUPE Local 4822 will be recognized by the Employer for the purpose of this Article.

11.03 Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties.

A Shop Steward is employed to perform work as required by the Employer, and Shop Stewards will not leave work during working hours except to perform Shop Steward duties. No Shop Steward shall leave work without first obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

### **12.01 Definition of a Grievance**

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

### **12.02 Settling of Disputes and Grievances**

- a) An employee, or the Union, shall have the right at any time to have the assistance of a CUPE Representative.
- b) At all levels of the Grievance Procedure:
  - i) A sincere attempt shall be made by both parties, to this Collective Agreement, through discussion to resolve problems in the worksite;

- ii) A meeting may be arranged to discuss the problem and exchange information;
- iii) In the event any management officers as named in the Grievance Procedure steps are one and the same, the subsequent steps will be deemed to have been complied with.

#### Informal Discussion

An employee who believes that there is a problem arising out of the interpretation, application, or alleged violation of this Collective Agreement shall first discuss the matter with the employee's Immediate Supervisor within ten (10) days of when the employee first became aware of, or reasonably became aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives work assignments. The employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with their Immediate Supervisor. The Immediate Supervisor shall advise the employee of their decision within ten (10) days of the date the matter is first discussed.

#### Step I: Site Manager

If the grievance is not resolved through informal discussion, the grievance shall, within ten (10) days of the decision of the Immediate Supervisor, be forwarded in writing to the employee's Site Manager, or designate, specifying the nature of the grievance and the redress sought. The Site Manager, or designate, shall render a written decision to the Union within ten (10) days of the receipt of the grievance.

#### Step II: General Manager

If the grievance is not resolved under Step I above, the Union shall, within ten (10) days of receipt of the written decision of the Site Manager, or designate, submit the grievance in writing to the General Manager who shall render a written decision to the Union within ten (10) days of receipt of the grievance.

#### Step III: Director of Operations

If the grievance is not resolved under Step II above, the Union shall, within ten (10) days of receipt of the written decision of the General Manager, or designate, submit the grievance in writing to the Director of Operations who shall render a decision to the Union within ten (10) days of receipt of the grievance.

### Optional Mediation

The parties may mutually agree to non-binding mediation:

- a) After receipt of the decision from the Director of Operations, or designate, under Step III above, both parties may discuss and agree to request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute, and facilitate a resolution.
- b) The Mediator shall be appointed by mutual agreement between the parties.
- c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and will not be used for any other purpose.
- d) The expenses of the Mediator shall be equally borne by both parties.
- e) Where Mediation is undertaken between the parties, both the Employer and the Union shall participate with authority to resolve the grievance in dispute.

### Step IV: Arbitration

- a) If the grievance is not settled under Step III above, the Union shall, within thirty (30) days of receiving the decision of the Director of Operations, or designate at Step III above, notify the Employer in writing of their intention to submit the grievance to Arbitration.
- b) The parties shall choose a single Arbitrator or Arbitration Board to hear and act upon the case. If the two (2) parties fail to appoint an arbitrator within the time limits, the Minister of Labour shall appoint the Arbitrator.
- c) The Arbitrator shall hear and determine the difference, and shall issue an award in writing, and the decision is final and binding upon the parties, and upon the employee(s) affected by it. The decision of the Arbitrator is the award.
- d) Each party to the difference shall bear equally the expenses of the Arbitrator.
- e) The Arbitrator by his decision shall not alter, amend, or change the provisions of this Collective Agreement.
- f) Any expenses generated by the parties by the presentation of their case shall be their own.

### 12.03 Definition of “Days”

Throughout this Article the reference to “days” shall not include Saturdays, Sundays, or Named Holidays.

### 12.04 Time Limits

The time limits in the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

Should the employee, or the Union, fail to comply with any time limit in the Grievance Procedure, the grievance will be considered abandoned. Should the Employer fail to comply with any time limit in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

### 12.05 Policy Grievance

Where as dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a Policy Grievance, provided the Union initiates the Policy Grievance within ten (10) days of the date the Union became aware of, or reasonably became aware of, the occurrence. Policy grievances shall commence at Step II.

### 12.06 Group Grievance

In the event that a difference affects two (2) or more employees, those so affected, or the Union, within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence, may request in writing that the grievances be grouped and dealt with as a single grievance commencing at Step I. A request to group such grievances will not be unreasonably denied.

### 12.07 Dismissal or Suspension Grievance

In the event an employee alleges dismissal or suspension without just cause, the employee’s grievance may commence at Step II, within ten (10) days of the occurrence.

### 12.08 Replies in Writing

Except for Informal Discussion, replies to grievances shall be in writing at all stages.

### 12.09 Facilities for Grievances

The Employer and the Union shall supply the necessary facilities for joint grievance meetings.

## **ARTICLE 13: PROBATION PERIOD**

13.01 A newly hired Regular employee shall serve a probation period. Such employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice.

### 13.02 Feedback on Progress

A Regular employee will be kept advised of their progress during the probation period.

### 13.03 Length of Probation Period

- a) The probation period for a Regular employee will be three (3) months from date of hire.
- b) A full-time and part-time employee shall begin to accrue sick leave at the completion of their probation period.

## **ARTICLE 14: WAGE RATE**

### 14.01 Wage Rate Schedule

The basic rates of pay shall be in Appendix "A" – Rates of Pay which forms part of this Collective Agreement, and shall be effective from and after the dates specified.

## **ARTICLE 15: PAY DAYS**

15.01 Pay days will be established by the Employer, but in no event will employees be paid less frequently than twice monthly.

15.02 Employees shall be paid by direct deposit to the employee's financial institution. In the event the Employer changes the method of payment, the Union and employees shall be given thirty (30) days advance notice in writing.

## **ARTICLE 16: HOURS OF WORK**

### 16.01 Continuous Operation

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday.

## 16.02 Posting of Shift Schedules

All shift schedules shall be posted not less than fourteen (14) calendar days in advance. Shift schedules posted shall cover a minimum two (2) week period. When a change is made in the Regular employee's posted schedule, work days, the employee shall be informed and the change shall be recorded on the Shift Schedule. When such change is made the employee shall be notified as soon as possible.

## 16.03 Daylight Saving Time

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work for the night shift shall be extended to include the additional hour paid at the applicable overtime rate. On the date fixed by the Act, for the resumption of Daylight Saving Time, the reduction of one (1) hour in the night shift shall result in a one (1) hour deduction in regular earnings.

## 16.04 Request to Report for a Later Shift

In the event a Regular employee reports for work as scheduled, and is requested by the Employer to report for a later shift, the Regular employee shall be compensated for three (3) hours at their basic rate of pay.

## 16.05 Rest Periods

All Regular employees shall be permitted to one (1) of the following:

- a) A shift of four (4) hours or more shall entitle the employee to one (1) fifteen (15) minute paid rest period;
- b) A shift of five (5) hours or more shall entitle the employee to one (1) fifteen (15) minute paid rest period and one (1) thirty (30) minute unpaid meal break.
- c) A shift of seven and one quarter (7 1/4) hours or more shall entitle the employee to one (1) thirty (30) minute paid rest period, and one (1) thirty (30) minute unpaid meal break.

## 16.06 Regular full-time & part-time employees

- a) Normal hours of work, exclusive of meal periods, for Regular full-time employees, other than Lead Hand shall be:
  - i) Seven and one quarter (7 1/4) work hours per day; and
  - ii) Seventy-two and one half (72.5) work hours in a fourteen (14) calendar day period.
- b) Normal hours of work, exclusive of meal periods, for Regular full-time Lead Hands and employees assigned to work the 2300 to 0700 shift shall be:



- i) Seven and three quarters (7 <sup>3</sup>/<sub>4</sub>) hours per day; and
  - ii) Seventy-seven and one half (77.5) hours in a fourteen (14) calendar day period.
- c) Unless otherwise mutually agreed between the Employer and the Union, Shift Schedules for Regular full-time and part-time employees shall provide for:
- i) Not more than six (6) consecutive days of work without receiving two (2) consecutive days off unless otherwise mutually agreed between the Employer and the employee.
  - ii) No split shifts; and
  - iii) At least eight (8) hours between scheduled shifts

#### 16.07 Part-Time employees

- a) Hours of work for Regular part-time employees, other than Lead Hands shall be:
- i) A minimum of three (3) hours per shift; and
  - ii) Less than seventy-two and one half (72.5) hours in any one pay period.
  - iii) Regular part-time employees who wish to be considered for additional work at their work site shall advise their immediate supervisor of their availability.
- b) Hours of work for Regular part-time Lead Hands shall be:
- i) A minimum of three (3) hours per shift; and
  - ii) Less than seven and three quarters (7 <sup>3</sup>/<sub>4</sub>) hours in any one (1) day.

#### 16.08 Mutual Trades

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions or overtime rates of pay unless such overtime rates of pay or overtime would have been paid irrespective of the change. Requests shall be in writing and are subject to the approval of the Employer.

### **ARTICLE 17: OVERTIME**

17.01 The Employer shall determine when overtime is necessary and the period of time it is required, as follows:

- a) All authorized overtime worked in excess of, and in conjunction with seven and one-quarter ( $7\frac{1}{4}$ ) hours per day, or seventy-two and one half (72.5) hours in a fourteen (14) day period, shall be paid at the rate of one and one-half times ( $1\frac{1}{2}$  x) the basic rate of pay;
- b) All authorized overtime worked in excess of, and in conjunction with seven and three quarter ( $7\frac{3}{4}$ ) hours per day, or seventy-seven and one half (77.5) hours in a fourteen (14) day period, shall be paid at the rate of one and one-half times ( $1\frac{1}{2}$  x) the basic rate of pay.

17.02 Failure to provide at least eight (8) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods. All overtime shall be paid as wages.

17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

17.04 Overtime shall be shared as equally as possible amongst full-time employees in the individual work site who perform the work involved, where possible.

#### **ARTICLE 18: CALL-BACK**

18.01 If a full or part-time employee is called back to work outside their normal scheduled hours shall be paid for:

- a) All hours worked at the appropriate rate in accordance with Article 17;
- b) A minimum of three (3) hours of pay.

#### **ARTICLE 19: PYRAMIDING**

19.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

19.02 Where two (2) or more applicable premiums may apply, the employee will be paid only one (1) such premium; that being the greatest of the applicable premiums.

#### **ARTICLE 20: RESPONSIBILITY PAY & SHIFT PREMIUM**

20.01 A shift premium of one dollar and fifty cents (\$1.50) per hour worked will be paid to an employee that works a shift between 1500 and 0700 hours. When it applies the shift premium will be paid in addition to responsibility pay.

20.02 A weekend premium of one dollar and fifty cents (\$1.50) per hour will be paid to an employee that works a shift between 0700 and 2300 hours on Saturday or Sunday. When it applies the shift premium will be paid in addition to responsibility pay.

20.03 A total weekend premium of two dollars (\$2.00) per hour will be paid to an employee that works a shift between 2300 and 0700 hours on Saturday or Sunday. When it applies the shift premium will be paid in addition to responsibility pay.

## **ARTICLE 21: ANNUAL VACATION**

21.01 "Vacation" means annual vacation with pay.

a) Vacation Entitlement for Regular full-time employees

During each year of continuous service in the employ of the Employer, Regular full-time employees shall earn entitlement to vacation with pay. The rate of earning entitlement shall be as follows:

- i) During the first (1st) to third (3rd) years of such employment, a Regular full-time employee earns ten (10) working days off for vacation (4% of total earnings);
- ii) During the fourth (4th) to seventh (7th) years of employment, a Regular full-time employee earns fifteen (15) working days off for vacation (6% of total earnings);
- iii) During the eighth (8th) to nineteenth (19<sup>th</sup>) years of employment, a Regular full-time employee earns twenty (20) working days for vacation (8% of total earnings);
- iv) During the twentieth (20<sup>th</sup>) plus years of employment, a Regular full-time employee earns twenty-five (25) working days off for vacation (10% of total earnings);

b) Vacation Entitlement for Regular part-time employees

During each year of continuous service in the employ of the Employer, a Regular part-time employee shall earn working days off for vacation pro-rated to a full-time employee.

21.03 Hours Recognized for Determining Vacation Pay

All Employer paid hours should be used to determine the payment for vacation.

21.04 Cessation of Vacation Accrual

a) There shall be no accrual of vacation pay, or time entitlements during:

- i) Layoff; or

- ii) A leave of absence without pay, which is in excess of thirty (30) consecutive calendar days; or
- iii) An absence while in receipt of disability insurance, or Workers' Compensation benefits, which is in excess of thirty (30), calendar days.

#### 21.05 Time of Vacation

- a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits a vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- b) Where employees have submitted their requests for vacation within the timeframe of January 1st to March 31st, vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation that are submitted after March 31st shall be dealt with on a first-come, first-serve basis. A Regular employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one (1) vacation period within a calendar year.
- c) Requests to use vacation shall be subject to the approval of the Employer, and shall not exceed the number of vacation days accrued to the date of the request.
- d) A Regular employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the employee and the Employer.
- e) Vacation time off commences on the first regularly scheduled workday away on vacation leave, and ends on the first regularly scheduled workday back from vacation leave.
- f) No Regular employee may continue to work and draw vacation pay in lieu of taking vacation.
- g) In the event the Employer cancels an employee's scheduled vacation, the employee shall be entitled to carry over five (5) vacation days into the following vacation year.

#### 21.06 Sick While on Vacation

Should a Regular employee demonstrate to the satisfaction of the Employer that the employee was admitted to a hospital as an "inpatient" during the course of the employee's vacation, the employee shall be considered to be on sick leave for such period of time, subject to the provisions of Article 23: Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

21.07 An employee shall not be paid cash in lieu of vacation earned, except upon termination in which case the employee shall receive vacation pay for vacation earned but not taken.

## **ARTICLE 22: NAMED HOLIDAYS**

22.01 Any reference to Named Holidays in this Collective Agreement applies to the following days:

New Years Day	Good Friday
Labour Day	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Alberta Civic Holiday
Alberta Family Day	

22.02 No payment shall be due for the Named Holiday which occurs during:

- a) Layoff; or
- b) All forms of leave during which a Regular employee is not paid; or
- c) An absence while in receipt of disability insurance, or Workers' Compensation benefits.

22.03 a) Named Holiday Pay

A Regular full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times ( $1\frac{1}{2}$  x) the basic rate of pay, plus one (1) regular day's pay.

b) Overtime on Named Holiday

A Regular full-time employee who works overtime on a Named Holiday shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the basic rate of pay for all overtime hours worked.

22.04 Named Holiday While on Vacation

When a Named Holidays falls during a Regular full-time employee's annual vacation the employee shall receive one (1) days regular pay in lieu of the Named Holiday.

22.05 Named Holiday While on Day Off

When a Named Holiday falls on a Regular full-time employee's regularly scheduled day off, the employee shall receive one (1) day's regular pay in lieu of the Named Holiday.

22.06 Named Holiday on a Saturday or Sunday

When a Named Holiday falls on a Saturday or Sunday the Employer shall designate an alternate day or days off in lieu of the Named Holiday.

22.07 Effective January 1, 2018, Part-time employees shall receive five percent (5%) of their basic rate of pay in lieu of Named Holiday pay.

22.08 Part-time employees who work on a Named Holiday shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay for all hours worked.

22.09 As of October 7, 2004 the Employer will include worked Statutory Holiday hours with regular worked hours when calculating overtime.

**ARTICLE 23: SICK LEAVE**

23.01 Definition

Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 Sick Leave During Probation Period

After a Regular employee completes their probation period they shall begin accruing sick leave credits.

23.03 Accrual of Sick Leave Credits

Sick leave credits shall not accrue during:

- a) Any period of sick leave in excess of thirty (30) calendar days; or
- b) A layoff; or
- c) A leave of absence without pay which is in excess of thirty (30) calendar days; or
- d) An absence while in receipt of disability insurance, or Workers' Compensation Benefits.

23.04 Payment for Sick Leave

A Regular employee granted sick leave shall be paid for the period of such leave at the Regular employee's basic rate of pay, and the number of days thus paid shall be deducted from the Regular employee's accumulated sick leave credits up to the total amount of the Regular employee's accumulated credits at the time sick leave commenced.

Part-Time Employees are only entitled to sick pay for regular part-time shifts missed. Employees working casual shifts are not entitled to sick pay.

#### 23.05 Sick Credits for Medical Referral and/or Treatment

When an employee is required to travel a distance of two hundred (200) kilometres or more for the purpose of medical referral and/or treatment and is unable to schedule such time outside of work hours, the employee shall have the right to utilize sick leave credits for such absence, provided the employee notified the Employer as soon as possible in advance of the appointment and, provided that the employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

#### 23.06 Satisfactory Proof

Regular employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine, for absences in excess of three (3) working days. The Employer reserves the right to ask for satisfactory proof whenever it suspects a pattern of sick leave abuse.

The Employer will reimburse doctor's notes up to a maximum of \$100.00 a year for full-time employees and \$50.00 a year for part-time employees. Doctor's notes for documented habitual absenteeism will not be reimbursed. The Employer will advise the employee when the employee is no longer eligible for the reimbursement.

#### 23.07 Maximum Credits

When a Regular full-time or part-time employee has accrued the maximum sick leave credits of full-time twenty (20) days, part-time nine (9) days, the employee shall no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating sick leave credits.

#### 23.08 Extended Illness

- a) An employee who has exhausted all sick leave credits during the course of an illness, and the illness continues shall be deemed to be on leave of absence without pay for the duration of the illness, or as provided below.
- b) Employee shall keep the Employer advised as to when the employee shall be expected back to work. Where the employee is absent due to illness for a period of more than sixty (60) calendar days, the employee shall provide the Employer with sixteen (16) days notice of readiness to return to work:
  - i) An employee who is capable of performing the duties of the employee's former classification shall be reinstated by the Employer in the same classification which was held immediately prior to the employee's absence;

- ii) An employee who is not capable of performing the duties of the former classification, but who is capable of performing a job within the bargaining unit shall have a reasonable effort made by the Employer to place the employee in an available position that the employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- c) At the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first day of Long Term Disability entitlement; whichever is greater, an employee who is not capable of returning to work, pursuant to (a) and (b) above, shall be considered to have terminated the employment relationship with the Employer.

#### 23.09 Reporting Sick

Employees reporting sick shall do so to the Employer as soon as possible, but in no case less than two (2) hours prior to the start of their shift or they will be deemed absent from work for that shift.

#### 23.10 Reporting of Accumulated Sick Leave Credits

Upon the request of the employee, but not more frequently than quarterly, the Employer shall advise the employee of the amount of sick leave credits accumulated by the employee, within two weeks of the request. The Employer will provide a quarterly report to the Union outlining employee's balance of sick leave credits.

- 23.11 a) Sick leave credits for a full-time employee shall be eleven (11) non-cumulative working days each year.
- b) Sick leave credits for a part-time employee shall be five (5) non-cumulative working days each year.

### **ARTICLE 24: WORKERS' COMPENSATION**

24.01 The Employer agrees to abide by the rules and regulations of the Workers' Compensation Board of Alberta.

### **ARTICLE 25: HEALTH BENEFITS**

25.01 All full-time employees shall be entitled to the following Health Benefits on completion of their probation period and the three (3) month eligibility period. Eligible employees shall be enrolled in the following benefit plans. It is understood that these benefit plans are administered, governed and adjudicated pursuant to the master contract held with the benefits provider and the Parties are bound by its terms.



- a) Extended Health Benefits and Dental Plan – 60% Employer paid

Effective two months following the date of ratification increases to:  
Psychologists - five hundred dollars (\$500.00) each calendar year, Bundled  
Chiropractors, massages, etc. - four hundred dollars (\$400.00) each calendar  
year, Physiotherapy - Unlimited.

- b) Long Term Disability – 60% Employer paid

- c) Life Insurance (includes AD&D) – 60% Employer paid

25.02 All part-time employees shall be entitled to the following Health Benefits on completion of their probation period and the three (3) month eligibility period and working a minimum 15 hours of work a week. When calculating the 15-hour work week, the hours will be rounded up to the nearest hour. Example, an employee who works 14.01 hours will have their hours rounded up to 15 for the purposes of calculating their Health Benefit eligibility only. Eligible employees shall be enrolled in the following benefit plans. It is understood that these benefit plans are administered, governed, and adjudicated pursuant to the master contract held with the benefits provider and the Parties are bound by its terms.

- a) Extended Health Benefits and Dental Plan- 60% Employer paid effective April 2021. Entitlements include Physiotherapist \$200 per calendar year, Psychologist \$300 per calendar year, Speech Therapist \$300 per calendar year and (Chiropractors, Podiatrists, Naturopaths, Osteopaths, Massage Therapists & Acupuncturists) \$200 combined per calendar year. 80% coinsurance for all other health expenses. 70% drugs included hearing aids (\$300), orthopedic shoes – 1 pair/12months.

- b) Dental coverage includes 80% with a \$750 maximum per person, per calendar year. Vision coverage includes \$50 per person every 24 months for glasses, contact lenses and laser eye surgery. Eye Examinations for dependent children under age 21, 1 every 12 months and all others 1 every 24 months.

- c) Life Insurance (included AD&D) - 60% Employer paid.

## **ARTICLE 26: LEAVE OF ABSENCE**

All legislated leaves will be permitted by the Employer, including but not limited to:

- Compassionate Care Leave
- Citizenship Ceremony Leave
- Death or Disappearance of Child Leave
- Critical Illness of Child Leave
- Reservist Leave

Such requests shall not be unreasonably denied.

#### 26.01 Applications for Leave

Applications for a Personal leave of absence shall be submitted, in writing, to the Employer for approval. A false statement in an application for leave of absence, or neglect to return at the end of the leave may result in dismissal, which shall be reported to the Union. Leave of absence without pay, to a maximum of forty-five (45) days may be granted in case of serious illness or accident to the Regular employee's immediate family, or for any other reason which the Employer and Regular employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld, and where permission is denied reasons will be given. Such leave may be extended by the Employer for extenuating circumstances.

#### 26.02 Leave for Union Business

Provided the efficiency of the Employer shall not in any case be disrupted, leave of absence without pay and without loss of seniority may be granted by the Employer to Regular employees elected or appointed to represent the Union at Union conventions, workshops, seminars, or schools.

#### 26.03 Leave for Union Negotiations

The Employer shall release up to three (3) employees, as selected by the Union, for the purpose of negotiations with the Employer and bargaining preparation with the Union. Leave of absence for the purpose of negotiations shall be with pay and without loss of seniority. On receipt of an invoice from the Employer, the Union shall reimburse the Employer for the actual cost of wages, benefits where applicable, CPP, EI and WCB premiums paid for the employee while participating in negotiations.

#### 26.04 Parental & Adoption Leave

Each of the rights, benefits, terms and conditions for pregnancy and parental leave as set forth in the Province of Alberta Employment Standards Code shall be observed within this Collective Agreement. An employee must complete twelve months of continuous employment to be eligible for such benefits.

#### 26.05 Domestic Violence Leave

Employees are eligible for an unpaid domestic violence leave of up to ten (10) days if they have been employed for at least ninety (90) days with the Employer. Such requests shall not be unreasonably denied.

#### 26.06 Jury Duty or Court Appearance

The Employer shall grant leave of absence without loss of seniority to a Regular employee who serves as a juror in any court. The Employer shall pay such a Regular employee the difference between the employee's normal earnings and the payment received for services as a juror excluding payment for travelling, meals, or other expenses. The Regular employee will present proof of service and the amount of pay received.

26.07 Accrual of Benefits

While on Leave Accrual of Benefits While on Leave Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

26.08 Notice of Return to Work

All requests for leave of absence shall be in writing from the employee, and shall include the intended date of return to work. Failure to return to work for three (3) consecutive days after the intended date of return shall be deemed as job abandonment.

26.09 Pressing Necessity

Effective January 1, 2018, the Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the Employee's personal attention, and which may include illness in the Employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of two (2) days for Full-time Employees and one (1) day for Part-time Employees. This leave will be deducted from the Employee's sick bank.

**ARTICLE 27: BEREAVEMENT**

27.01 a) A Regular employee shall be granted four (4) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

Spouse (including Common-Law)	Parent (Mother/Father)
Child	Step Children
Step Parents	Mother-in-Law
Son-in-Law	Father-in-Law
Sister-in-Law	Brother-in-Law
Daughter-in-Law	Sister
Brother	Guardian
Grandparent (both sides)	Grandchild
Fiancé	Aunt
Uncle	Niece

Nephew

- b) In special circumstances, where an employee is required to travel outside of the country, the paid bereavement leave entitlement will be permitted outside of the seven (7) consecutive day period, and may be taken in conjunction with annual vacation.

27.02 Bereavement leave shall be extended without pay if travel in excess of three hundred (300) kilometres from the employee's residence is necessary.

27.03 Death of Another Relative or Close Friend

In the event of the death of another relative or close friend, the Employer may grant up to one (1) working day off with no pay.

**ARTICLE 28: UNIFORMS**

28.01 Uniforms

The Employer shall provide four (4) uniforms for each full-time employee and two (2) uniforms for each part-time employee, and replace (due to normal wear and tear), without charge, such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour and style of the uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer.

28.02 Lockers

The Employer recognizes that it is desirable for each employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

28.03 Safety Clothing/Equipment

Where an employee is required to wear safety clothing or equipment at the request of the Employer, it shall be provided by the Employer at no cost to the employee. The Employer will reimburse employees for safety shoes, \$100.00 every 24 months starting in 2009 for waste, floor care, store attendant and project workers.

28.04 Employees who are terminated or laid off must return their uniforms and name tags to receive their final pay cheque.

**ARTICLE 29: JOB POSTINGS, TRANSFERS & PROMOTIONS**

29.01 When a permanent vacancy occurs, or a new position is created in any classification, and the Employer chooses to fill such vacancy, the Employer shall post notice of the vacancy for at least five (5) days at each work site before filling the position. Such positions shall be filled by the most senior applicant who meets the requirements of the job, as described in the notice of vacancy in the following order:

- a) from the work site where the vacancy exists;
- b) from another work site within the bargaining unit;
- c) a casual employee from within the bargaining unit;
- d) an applicant outside the bargaining unit.

The notice shall contain the following information:

- a) The Nature of the Position and the work site
- b) Qualifications
- c) Required Knowledge and Education
- d) Experience
- e) Skills; and
- f) Shift/Daily Hours of Work

29.02 For the purpose of administering this Article, the Employer will accept applications from employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.

29.03 When a vacancy occurs and the Employer decides not to post and/or fill said vacancy, a letter shall be sent to the Union within fifteen (15) days of the vacancy.

29.04 A Regular employee who is the successful applicant on a posting shall be considered on a trial period of two (2) weeks. If, during this period the Employer or employee deems it appropriate, the employee may return back to their former position and their previous rate of pay without loss of seniority.

For the purpose of this Article, the employee's position shall be filled temporarily by Relief staff during the two (2) week trial period.

## **ARTICLE 30: DISCIPLINE, DISMISSAL & RESIGNATION**

### 30.01 Discipline & Dismissal

- a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- b) All disciplinary notices shall contain reasons for the discipline and the nature of the discipline.
- c) Copies of all dismissal notices, except for the dismissal of a probation employee, shall be forwarded to the Union. Regular employees shall be given the opportunity to sign disciplinary notices as having been read.
- d) An employee shall have the right to have the first available Union representative present when a disciplinary notice is issued in writing.
- e) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the Grievance Procedure.

### 30.02 Abandonment

A Regular employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have vacated their position, unless in the opinion of the Employer such notification was not possible.

### 30.03 Personnel Files

Upon service of at least one (1) days notice, an employee shall have the right to view their personnel file once each year, or when the employee has filed a grievance. An employee shall be given a copy of the contents of their personnel file, provided that the employee first pays to the Employer a reasonable fee, determined by the Employer, to cover the cost of copying. Such viewing shall take place when an employee is not on duty.

### 30.04 Discipline Warnings

Written discipline warnings may be given to employees for poor conduct, unsatisfactory job performance, or infractions of the Employer's rules, regulations and/or policies, and a copy of such warnings shall be placed on the employee's Personnel file.

Upon the expiration of twelve (12) months from the date of warning, where the employee has received no further written disciplinary warning, the warning shall be removed from the employee's personnel file.

### 30.05 Resignation

Fourteen (14) calendar days notice in writing shall be given by Regular employee resigning from the employ of the Employer.

## **ARTICLE 31: SENIORITY**

### **31.01 Definition**

“Seniority”, except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff, as specified in Article 32.02, and authorized leave of absence. Seniority shall include service with the Employer prior to the certification of the Union.

### **31.02 Break in Seniority**

Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when:

- a) The employment relationship is terminated by either the Employer or the Regular employee.
- b) One hundred and eighty calendar days have expired following layoffs.

### **31.03 Seniority Lists**

An up-to-date seniority list, and a list of employees on layoff shall be sent to the Union in January of each year.

### **31.04 Casual employees who Achieve a Regular Position**

Any casual employee achieving a regular position shall have seniority credited back to the employee’s date of hire as a casual employee. At no time will the date of hire be established earlier than December 18, 2002. No seniority shall be credited for time prior to a break in active employment of ninety (90) calendar days or more.

### **31.05 Same Seniority Dates**

In the event that employees with the same seniority dates also have letters of hire with the same dates, the employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

31.06 The parties agree to recognize prior service with Sodexo Canada Inc. for the purpose of the Employee's placement on the wage grid, provided the Employee has not had a break in service in excess of ninety (90) calendar days. Seniority within the bargaining unit will apply in accordance with Article 31.

## **ARTICLE 32: LAYOFF & RECALL**

### **32.01 Definition**

A layoff shall be defined as a reduction in the workforce.

### **32.02 Notice of Layoff**

Full-time and part-time employees shall receive fourteen (14) working days notice, or pay in lieu of the Employer's intention of layoff. A copy of such notice shall be provided to the Union. The Employer shall supply the employee who receives layoff notice, and the Union, with a list of all employees that may be bumped by the employee.

- a) Employees who have been given layoff notice, as per Article 32, may bump an employee with less seniority, providing the employee exercising the right to bump has the qualifications to perform the work of the less senior employee.
- b) Employees wishing to exercise their right to bump must notify the Employer (in writing) of their desire to do so within three (3) days of receiving notice of layoff. Such written notice shall specify the name of the individual they wish to bump. Failure to conform to that timeframe will result in a loss of bumping rights, and the employee shall be laid off with the right to recall.
- c) Where there is no opportunity for that employee to exercise their right to bump, they shall be laid off with the right to recall.

### **32.03 Recall Notice**

- a) When an employee has been laid off in accordance with Article 32 they shall be recalled in order of seniority for which they have the qualifications to perform the work.
- b) The Employer will contact employees on layoff in person, or by telephone for the purpose of recall.
- c) Length of recall period shall be as per 31.02 (b).

32.04 Employee(s) shall not be hired by the Employer until employees on layoff have been given the opportunity to return to work in accordance with Article 32.03.

## **ARTICLE 33: CASUAL EMPLOYEES**

### **33.01 Application**

- a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to casual employees.



- b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 17, 19, 20, 24, 28, 29, and 30.04, shall apply to casual employees.

### 33.02 Hours of Work

- a) The provisions of Article 16.01 through 16.05 shall apply to casual employees employed in a regularly scheduled full-time or part-time capacity, and:
  - i) The provisions of Article 16.06 apply to casual employees who are employed in a regularly scheduled full-time capacity;
  - ii) The provisions of Article 16.07 apply to casual employees who are employed in a regularly scheduled part-time capacity;

### 33.03 Reporting for a Later Shift

In the event that a casual employee is required by the Employer to report to work, and is then not permitted to commence work, or is required to return to duty at a later hour, such employee shall be compensated by receiving three (3) hours of paid work.

- 33.04 a) When a casual employee is regularly scheduled, such employee shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- b) A casual employee who is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to return to work outside of such employee's regular hours shall be paid for any one (1) call at either:
  - i) The overtime rate as specified in Article 17, or
  - ii) Three (3) hours at the basic rate of pay, whichever is greater.

### 33.05 Vacation

- a) Casual employees shall be paid in addition to their earnings at the basic rate of pay:
  - i) Four percent (4%) of their earnings at the basic rate of pay during the first (1st) and subsequent employment years; or
  - ii) Six percent (6%) of their earnings at the basic rate of pay during the fourth (4th) and subsequent employment years, if applicable, in lieu of vacation.

### 33.06 Named Holidays

Casual employees required to work on a Named Holiday shall be paid at one and one-half times (1½ x) their basic rate of pay for all hours worked on the Named Holiday.

### 33.07 Health Benefits

Casual employees are not entitled to participate in the Health Benefits Plan.

### 33.08 Bereavement Leave

Casual employees will be entitled to time off without pay in lieu of bereavement leave, pursuant to Article 27 of this Agreement.

## **ARTICLE 34: VOLUNTARY REGISTERED RETIREMENT SAVINGS PLAN**

34.01 Effective January 1, 2018, the Employer will contribute fifteen cents (\$0.15) per regular hour worked on behalf of all non-probationary, Full-time and Part-time Employees, to a Registered Retirement Savings Plan (RRSP). This amount shall be matched by the Employee. Participation in the Plan shall be voluntary on the part of the Employee.

This plan is administered and governed pursuant to the master contract held with the benefits provider and the Parties are bound by its terms.

## **ARTICLE 35: UNION MANAGEMENT COMMITTEE**

A Union Management Committee shall be established consisting of representatives of the Union and representatives of the Employer.

The Committee shall enjoy the full support of both parties in the interests of promoting an “employer of choice” culture that will strive toward improving service to the public, and job satisfaction for the employees.

### 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 Health & Safety and best 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.

## Meetings of Committee

The Committee shall meet quarterly, or as needs arise, at a mutually agreeable time and place.

## **SALARY APPENDIX “A”**

A wage bonus of two hundred and fifty (\$250.00) dollars shall be paid to all full-time employees on the first pay date after April 1, 2021.

The Union shall have the option to re-negotiate wages and shall serve notice to the employer at least sixty (60) days prior to November 1, 2021.

	November 1, 2017	November 1, 2018	November 1, 2019
<b>Housekeeper</b>			
	2%	2%	2%
Probation Rate	14.68	14.97	15.27
Step 1	15.74	16.05	16.37
Step 2	16.11	16.43	16.76
Step 3	16.46	16.79	17.13
Step 4	16.83	17.17	17.51
Step 5	17.16	17.50	17.85
Step 6	17.58	17.94	18.30

Responsibilities Premium Schedule effective the first full pay period following date of ratification:

<b>Responsibilities</b>	<b>Hourly Premium</b>
Lead Hand (weekday)	\$1.75/hr
Project Worker	\$1.50/hr
Store Attendant	\$1.50/hr
Waste	\$1.50/hr
Lead Hand (weekend)	\$2.25/hr
Trainer	\$0.75/hr
Monday to Friday Shift Premium - 1500 to 0700	\$1.50/hr
Saturday and Sunday Premium - 0700 to 2300	\$1.50/hr
Saturday and Sunday Premium - 2300 to 0700	\$2.00/hr

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

On behalf of  
Sodexo Canada Limited

On behalf of the  
Canadian Union of Public Employees,  
Local 4822



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

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

Date: April 6th, 2020

Date: April 6th, 2020