

# COLLECTIVE AGREEMENT

between

SODEXO CANADA LIMITED

and

CANADIAN UNION OF PUBLIC EMPLOYEES



April 2, 2008 to April 1, 2011

## TABLE OF CONTENTS

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

**Collective Agreement made this \_\_\_\_\_ day of October, 2008**

between

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

 **LOCAL 408**  
(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.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including Appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from April 2, 2008 up to and including April 1, 2011, 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 above, 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) “**Relief 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 six (6) months or less. When a Relief Employee is hired for a specific job, the Employer shall advise the Union (in writing) of the Relief Employee’s name, classification, department, and nature of the temporary assignment. The term of employment of such Relief Employee may exceed six (6) months only by mutual agreement (in writing) between the Employer and the Union. A Relief 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) **Relief 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 Relief Employees.
- 2.03 “**Employer**” shall mean and include the Sodexo Services Canada Ltd.

- 2.04 **“Date of Employment/Date of Hire”** for any purposes in this Agreement shall be the first day the Employee actually worked (anniversary date – this will cover seniority, vacation, benefits, etc).
- 2.05 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.
- 2.06 **"Union"** shall mean the Canadian Union of Public Employees, Local 408.
- 2.07 **“Shift”** shall mean a daily tour of duty, excluding overtime hours.
- 2.08 **“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.
- 2.09 **“Pyramiding”** means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

### 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:
- (a) The Employees covered by this Collective Agreement as described in Certificate 198-2001 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. This list of designated persons shall be updated as changes occur.
- 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 or an Employee may have the assistance of a CUPE National or Regional 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. Such deductions shall be forwarded to the Secretary Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) 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 and the amount deducted from each Employee.
- 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, provided further that a representative of the Employer may be present.
- 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 a list of all Employees within the bargaining unit including Employee's name, address, phone number and classification to the Union upon request once per year.

## ARTICLE 6: MANAGEMENT RIGHTS

6.01 Management reserves all rights not specifically restricted by this Collective Agreement.

## ARTICLE 7: DISCRIMINATION/HARASSMENT

7.01 The Employer and the Union shall not discriminate against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual preference, age, or marital status, or because of their connection with trade union organizations.

7.02 (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.

### 7.03 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 The Employer agrees that 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;
- (b) Exchange of information designed to facilitate the maintenance of a safe and healthy workplace.

8.02 Where the Employer or Health & Safety Regulations require the wearing of safety footwear, glasses or hard hats, the Employer shall provide the same at no cost to the Employee.

## 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 4.01, 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) 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 **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. It is not the intention of the Union to post anything objectionable to the Employer.

## ARTICLE 11: SHOP STEWARDS

- 11.01 The Shop Steward system is accepted, in principle, by the Employer, and Shop Stewards 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 before they are recognized as Shop Stewards.
- 11.02 At the worksite where there are no Shop Stewards, Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 11.03 The Employer agrees that the 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.

The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer, and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and 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 shall 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 the Employee's Immediate Supervisor. The Immediate Supervisor shall advise the Employee of the Immediate Supervisor's decision within ten (10) days of the date the matter was first discussed.

**Step I: Director of Housekeeping:** 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) by the Union and the Employee concerned to the Employee's Department/Program Manager (or designate) specifying the nature of the grievance and the redress sought. The Department/Program Manager (or designate) shall render a written decision to the Union within ten (10) days of the receipt of the grievance.

**Step II: Director of Operations:** 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 Department/Program Manager (or designate) submit the grievance (in writing) to the Director of Operations who shall render a written 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 II above, after discussions both parties may agree and 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) The grievance may be resolved by mutual agreement between the parties.

**Step III: Arbitration**

- (a) If the grievance is not settled under Step II above, the Union shall, within thirty (30) days of receiving the decision of the Director of Operations (or designate) at Step II 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 a 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.

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 make a written request to the Director of Housekeeping 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 **Transfers to Another Position:** If a probationary Regular Employee is transferred to another classification, the Employee will be required to complete a new probation period commencing on the date of transfer.

13.03 **Feedback on Progress:** A Regular Employee will be kept advised of progress during the probation period.

### 13.04 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.
- (c) Probation period may be extended up to three (3) months upon mutual agreement between the Union and the Employer.
- (d) Once a regular employee has passed her probation period, sick leave credits shall be retroactive to her date of hire.

## ARTICLE 14: SALARIES

14.01 **Salary Schedule:** The basic rates of pay for each classification 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.

## 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. Also, a "weekend" is defined as Saturday and 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 scheduled work days, the Employee shall be informed either in person or by telephone 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 shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act, for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate 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 by three (3) hours of work at the appropriate 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 over five (5) hours shall entitle the Employee to a paid fifteen (15) minute rest period and one (1) thirty (30) minute unpaid meal break.
  - (c) A shift of seven and three-quarter ( $7 \frac{3}{4}$ ) hours or more shall entitle the Employee to one (1) fifteen (15) paid rest period, and one (1) thirty (30) minute unpaid meal break.
  - (d) A shift of eight (8) hours shall entitle the Employee to two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid meal break.
  - (e) Employees who are required by the Employer to respond to pager calls during meal breaks shall be paid regular straight time during those breaks. Upon mutual agreement between the Employee and the Employer, the Employee may take an alternate 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 Working Leaders referenced in clause 16.06 (b), shall be:
    - (i) Seven and one-quarter ( $7 \frac{1}{4}$ ) work hours per day; and
    - (ii) Seventy-two and one-half ( $72 \frac{1}{2}$ ) work hours in a fourteen (14) calendar day period.
  - (b) Normal hours of work for Regular full-time Working Leaders, who are scheduled to work a regular eight (8) hour shift, shall be:
    - (i) Eight (8) hours per day; and
    - (ii) Eighty (80) hours in a fourteen (14) calendar day period.

- (c) Normal hours of work, exclusive of meal periods for Regular full-time Employees, other than Working Leaders (referenced in 16.06 b) shall be:
- (i) Seven and one-half (7 ½) worked per day; and
  - (ii) Seventy-five (75) hours worked in a fourteen (14) calendar day period.
- (d) 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 days off; wherever possible (the ongoing practise of two (2) days off shall continue);
  - (ii) Days off to be consecutive, wherever possible (the ongoing practise of two (2) days off shall continue);
  - (iii) No split shifts; and
  - (iv) At least eight (8) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule.

#### 16.07 Part-Time Employees

- (a) Hours of work for Regular part-time Employees, other than Working Leaders referenced in clause 16.07 (b), shall be:
- (i) A minimum of three (3) hours per shift; and
  - (ii) Up to seven and one-quarter (7 ¼) hours in any one (1) day, exclusive of meal periods; and  
Up to seven and one-half (7 ½) hours in any one (1) day, exclusive of meal periods; and  
Up to eight (8) hours in any one (1) day, exclusive of meal periods; and
  - (iii) Regular Part-time Employees who wish to be considered for additional work shall advise their immediate supervisor in writing of their availability.
- (b) Hours of work for Regular part-time Working Leaders may be:
- (i) A minimum of three (3) hours per shift; and
  - (ii) Up to eight (8) hours in any one (1) day.

- (c) The basic rate of pay will prevail for additional hours of work assigned to a Regular part-time Employee beyond the Employee's scheduled hours, provided:
  - (i) The work assignment is accepted;
  - (ii) The hours worked do not exceed seven and one-quarter (7 ¼) hours per day;  
  
The hours worked do not exceed seven and one-half (7 ½) hours per day;  
  
The hours worked do not exceed eight (8) hours per day;
  - (iii) The hours worked do not exceed seventy two and one-half (72 ½) hours over a period of fourteen (14) calendar days;
  - (iv) The hours worked do not exceed seventy-five (75) hours over a period of fourteen (14) calendar days;
  - (v) The hours worked do not exceed eighty (80) hours over a period of fourteen (14) calendar days;

## 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 ¼) hours per day, shall be paid at the rate of two times (2x) the basic rate of pay;
- (b) All authorized overtime worked in excess of, and in conjunction with seven and one-half (7 ½) hours per day, shall be paid at the rate of two times (2x) the basic rate of pay;
- (c) All authorized overtime worked in excess of, and in conjunction with eight (8) hours per day, shall be paid at the rate of two times (2x) 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.

### **Full-Time Employees**

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

## ARTICLE 18: CALL-BACK

18.01 If a full or part-time Employee who 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 Responsibility pay of two dollars (\$2.00) will be paid to the Store Attendant, Night Lead Hand and Weekend Afternoon Lead Hand for all hours worked.

20.02 Responsibility pay of two dollars (\$2.00) will be paid to the Weekend Day Lead Hand and Weekday Evening Lead Hand for all hours worked.

20.03 A premium of one dollar and fifty cents (\$1.50) per hour worked will be paid to an Employee that works a shift between 2300 and 0700 hours.

20.04 A premium of one dollar and fifty cents (\$1.50) per hour will be paid to an Employee for each hour worked as a Project worker.

20.05 A weekend premium of one dollar and fifty cents (\$1.50) per hour will be paid to an Employee for actual hours worked between 0700 hours Saturday to 2300 hours Sunday.

## ARTICLE 21: ANNUAL VACATION

21.01 “**Vacation**” means annual vacation with pay.

21.02 **Vacation Entitlement for Regular Full-time & Regular Part-time Employees:**  
During each year of continuous service in the employ of the Employer, a Regular full-time and Regular Part-time Employee shall earn entitlement to vacation with pay. The rate of earning entitlement shall be as follows:

- (a) During the first (1<sup>st</sup>) to third (3<sup>rd</sup>) years of such employment, a Regular Employee earns a vacation time of four percent (4%) of total earnings;
  - Equals ten (10) working days off
- (b) During the fourth (4<sup>th</sup>) to seventh (7<sup>th</sup>) years of such employment, a Regular

Employee earns a vacation time of six percent (6%) of total earnings;

- Equals fifteen (15) working days off
- (c) During the eighth (8<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment, a Regular Employee earns a vacation time of eight percent (8%) of total earnings.
  - Equals twenty (20) working days off.
- (d) During the twentieth (20<sup>th</sup>) plus years of service of such employment, a Regular Employee earns a vacation time of ten percent (10%) of total earnings.
  - Equals twenty-five (25) working days off.

**21.03 Hours Recognized for Determining Vacation Pay:** All paid hours worked shall be used to determine the payment for vacation. Vacation pay shall be calculated at the Employee's current rate of pay.

#### **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 1<sup>st</sup> of each year. Where an Employee submits a vacation preference by March 31<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of that year.
- (b) Where Employees have submitted their requests for vacation within the timeframe of January 1<sup>st</sup> to March 31<sup>st</sup> stipulated in clause 21.04 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation that are submitted after March 31<sup>st</sup> 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.

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	Labour Day	Thanksgiving Day
Good Friday	Remembrance Day	Victoria Day
Christmas Day	Canada Day	Boxing Day
August 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:** Subject to Article 17.01, a 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 ½ x) the basic rate of pay, plus one (1) regular day's pay.

- (b) **Overtime on Named Holiday:** Subject to Article 17.01, a full-time Employee who works overtime 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 overtime hours worked.

22.04 **Named Holiday While on Vacation:** When a Named Holidays falls during a Regular 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 full-time Employee's regularly scheduled day off, the full-time 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 may designate the Friday prior, or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 22.05.

### **Part-Time Employees**

**22.07** A part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 ½ x) the part-time Employee's basic rate of pay for all hours worked;

## **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. Sick leave credits will become retroactive to the date of employment.

**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.

**23.05 Sick Credits for Medical Referral and/or Treatment:** When an Employee is required to travel outside the City of Lethbridge 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.

**23.07 Maximum Credits:** When a Regular Employee has accrued the maximum sick leave credits, 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 twenty-one (21) 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, 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:** Regular Employees reporting sick shall do so to the Employer as soon as possible, but in no case no less than two (2) hours prior 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 twice annually, the Employer shall advise the Employee of the amount of sick leave credits accumulated by the Employee.

23.11 **Full-Time Employees:** Sick leave credits for a full-time Employee shall be fifteen (15) non-cumulative working days for each year of employment

### 23.12 **Part-Time Employees**

- (a) Sick leave credits for a part-time Employee shall be five (5) non-cumulative working days per 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 Pursuant to the attached Great West Life Policy #19185, Year 2000 (forming part of this Collective Agreement)
- 25.02 The sharing of costs for benefit premiums is:
- Seventy-five percent (75%) Employer
  - Twenty-five percent (25%) Employee
- 25.03 Part-time employees shall be eligible for health benefits after they have worked twenty (20) hours per week.

## ARTICLE 26: LEAVE OF ABSENCE

- 26.01 **Applications for Leave:** Applications for 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, and 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.
- 26.02 (a) **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, negotiations, etc.
- (b) Where a leave of absence without pay of up to two (2) weeks is granted to an Employee in accordance with 26.02 (a), the Employer agrees to continue payment of regular pay and benefits for the Employee. The Union shall reimburse the Employer for such pay and benefits paid to the Employee plus and administration fee of fifteen percent (15%). Such reimbursement shall be made upon receipt of the invoice from the Employer.
- 26.03 **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 as they existed as of the signing of this Agreement shall be incorporated within this Collective Agreement. Each Employee must complete twelve (12) months of continuous employment to eligible for such benefits.
- 26.04 **Jury Duty or Court Appearance:** The Employer shall grant leave of absence without loss of seniority to a Regular Employee and 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.
- 26.05 **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.

- 26.06 **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.
- 26.07 **Compassionate Leave:** The Employee shall be granted an unpaid leave of eight (8) weeks to care of a seriously ill family member. During the leave the Employee will continue to accumulate all the benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On the return from leave, the Employee will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority.

- 26.08 **Pressing Necessity:** 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 without loss of pay in each calendar year; any requests of additional leave of absences in these circumstances shall be subject to the provisions of Article 26.01.

## ARTICLE 27: BEREAVEMENT

- 27.01 An employee shall be granted five (5) consecutive working days bereavement leave without loss of regular earnings, providing that such leave is taken within a nine (9) consecutive day period, in the event of the death of the following relatives of the employee:
- |                                      |                          |
|--------------------------------------|--------------------------|
| spouse (including common-law spouse) | fiancé                   |
| son-in-law                           | child                    |
| daughter-in-law                      | parent                   |
| mother-in-law                        | brother                  |
| father-in-law                        | sister                   |
| brother-in-law                       | guardian                 |
| sister-in-law                        | grandparent (both sides) |
| grandchild                           | step children            |
| step parents                         |                          |
- 27.02 In the event of the death of another relative or special friend, the Employer shall grant time off with pay of one (1) day to attend the funeral.
- 27.03 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the Employee's residence is necessary.
- 27.04 If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of that shift and

bereavement leave will commence on the following day.

- 27.05 The Employer may grant additional leave without pay to a bereaved Employee.
- 27.06 If an Employee requires bereavement leave while already on vacation leave, the vacation leave shall be re-instated up to five (5) days.

## ARTICLE 28: UNIFORMS

- 28.01 **Uniforms:** The Employer will furnish and maintain (launder, alter and repair), 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, color 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 Commencing April 2, 2009, the Employer will reimburse a regular Employee up to fifty (\$50.00) dollars per year for work footwear upon a receipt being provided by the Employee.

## 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 before filling the position. Such positions shall be filled by the following order of consideration: First by the most senior Regular Employee applicant who meets all the requirements of the job, as described in the notice of vacancy in accordance with Article 29.02. Next, the most Senior Relief Employee based on the Date of Hire who meets all the requirements of the job, as described in the notice of vacancy, in accordance with Article 29.02. Where no Regular or Relief Employees from within the bargaining unit apply or meet all of the requirements of the job as described in the notice of vacancy in accordance with Article 29.02, the Employer may hire an applicant from outside the bargaining unit.
- 29.02 The notice shall contain the following information:
- (a) The Nature of the Position;
  - (b) Qualifications
  - (c) Required Knowledge and Education
  - (d) Experience
  - (e) Skills; and
  - (f) Hours of Work
- 29.03 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.

- 29.04 Where an individual from within the bargaining unit is promoted to a position in a higher classification, the Employee shall serve a trial period of not longer than two (2) months. If during this period the Employer or Employee deems it appropriate, the Employee may be placed back in a position equal to the one they held prior to the promotion at their previous basic rate of pay.
- 29.05 When an Employee is temporarily assigned to a work a classification either higher or lower than their current classification, they shall continue to retain their basic rate of pay for their current classification or the basic rate of pay of the job to which they are temporarily transferred, whichever is greater. For Employees temporarily assigned to an out-of-scope position, they will receive the basic rate of pay for the out-of-scope position.
- 29.06 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.
- 29.07 A letter shall be sent to the Union within fifteen (15) days of the vacancy occurring.
- 29.08 (a) A Regular Employee who is the successful applicant on a posting shall be considered on a trial period for two (2) weeks. The trial period may be extended for an additional two (2) weeks upon mutual agreement between the Employer and the employee.
- (b) For the purpose of the Article, the Employee's position shall be filled temporarily by relief staff during the 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) Copies of all disciplinary notices shall be forwarded to the Union. Regular Employees shall be given the opportunity to sign disciplinary notices as having been read.
- (c) An Employee shall have the right to have a Shop Steward or Union Officer present when a disciplinary notice is issued in writing.
- (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just case, 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 a 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 (180) days has 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; and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's classification.

- 31.04 **Relief Employees who achieve a Regular Position:** Any Relief Employee achieving a regular position shall have seniority credited back to the Employee's date of hire as a Relief Employee. At no time will the date of hire be established earlier than June 13, 2001. 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 seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. 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.

## 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 a minimum of 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 Articles 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.

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: RELIEF EMPLOYEES

33.01 **Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief Employees.
- (b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 19, 20, 28, 29, and 30.04, shall apply to Relief Employees.

**33.02 Hours of Work**

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

**33.03 Reporting for a Later Shift:** In the event that a Relief 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 Overtime**

- (a) The Employer shall determine when overtime is necessary, and for what period of time it is required.
  - (i) Other than Working Leaders referenced in Article 33.04 (a)(iii), all authorized overtime worked in excess of and in conjunction with seven and one-quarter (7 ¼) paid hours per day shall be paid at the rate of two times (2x) the basic rate of pay.
  - (ii) Other than Working Leaders referenced in Article 33.04 (a)(iv), all overtime worked in excess of seventy two and one-half (72 ½) paid hours in a fourteen (14) calendar day period shall be paid at two times (2x) the basic rate of pay, whichever is greater; or
  - (iii) Working Leaders who are assigned to work eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) paid hours per day shall be paid at the rate of two times (2x) the basic rate of pay; or
  - (iv) For Working Leaders who are assigned to work eight (8) paid hours per day, all overtime worked in excess of eighty (80) hours in a fourteen (14) calendar day period shall be paid at two times (2x) the basic rate of pay, whichever is greater.
  - (v) Other than Working Leaders referenced in Article 33.04 (a)(iii), all authorized overtime worked in excess of and in conjunction with seven and one-half (7 ½) paid hours per day shall be paid at the rate of two times (2x) the basic rate of pay; or seventy-five (75) paid hours in a fourteen (14) calendar day period shall be paid at two times (2x) the basic rate of pay, whichever is greater.
- (b) 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 period.

- 33.05 (a) When a Relief 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 Relief 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 33.04 (a); or
  - (ii) Three (3) hours at the basic rate of pay, whichever is greater.

### 33.06 **Vacation**

- (a) Relief 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 (1<sup>st</sup>) and subsequent employment years; or
  - (ii) Six percent (6%) of their earnings at the basic rate of pay during the fourth (4<sup>th</sup>) and subsequent employment years, if applicable, in lieu of vacation.

33.07 **Named Holidays:** Relief Employees required to work on a Named Holiday shall be paid at one and one-half times (1 ½ x) their basic rate of pay for all hours worked on the Named Holiday.

33.08 **Health Benefits:** Relief Employees are not entitled to participate in the Health Benefits Plan.

33.09 **Bereavement Leave:** Relief Employees will be entitled to time off without pay in lieu of bereavement leave, pursuant to Article 27 of this Agreement.

33.10 **Workers' Compensation:** Workers' Compensation Board coverage will be provided for Relief Employees.

33.11 **Personnel Files:** A Relief Employee who has initiated a grievance shall have access to review (on their own time) their personnel file upon service of at least one (1) days notice.

33.12 **Seniority Relief Employees** do not accumulate seniority.

## ARTICLE 34: COPIES OF COLLECTIVE AGREEMENT

34.01 Within sixty (60) days of the signing of this Collective Agreement, the Union and the Employer agree to provide copies to all Employees. This is to be cost-shared (50/50) between the Union and the Employer.

## APPENDIX "A" – RATES OF PAY

PERCENTAGE INCREASE	MARKET ADJUSTMENT	DATE
5%	\$ .25	April 2, 2008
	\$ .25	October 1, 2008
5%	\$ .25	April 2, 2009
	\$ .25	October 1, 2009
5%		April 2, 2010
	SENIORITY ADJUSTMENT	April 2, 2010
	\$ .50	added to Year 6

CLASSIFICATION	PROBATION RATE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
<b>CURRENT WAGES</b> Housekeeping Worker	\$10.84	\$11.08	\$11.36	\$11.64	\$11.91	\$12.15	\$12.44
April 2, 2008 5% Wage Adjustment <i>PLUS</i> \$.25 Market Adjustment	\$11.63	\$11.88	\$12.18	\$12.47	\$12.76	\$13.01	\$13.31
October 1, 2008 \$.25 Market Adjustment	\$11.88	\$12.13	\$12.43	\$12.72	\$13.01	\$13.26	\$13.56
April 2, 2009 5% Wage Adjustment <i>PLUS</i> \$.25 Market Adjustment	\$12.73	\$12.99	\$13.30	\$13.61	\$13.91	\$14.17	\$14.49
October 1, 2009 \$.25 Market Adjustment	\$12.98	\$13.24	\$13.55	\$13.86	\$14.16	\$14.42	\$14.74
April 2, 2010 5% Wage Adjustment <i>PLUS</i> \$.50 YEAR 6 * *Seniority Adjustment*	\$13.63	\$13.90	\$14.23	\$14.55	\$14.86	\$15.14	\$15.98

**IN WITNESS WHEREOF the parties have executed this  
Collective Agreement by affixing hereto the signatures  
of their proper Officers in that behalf.**

ON BEHALF OF THE  
SODEXO CANADA LIMITED

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 408

.....

.....

.....