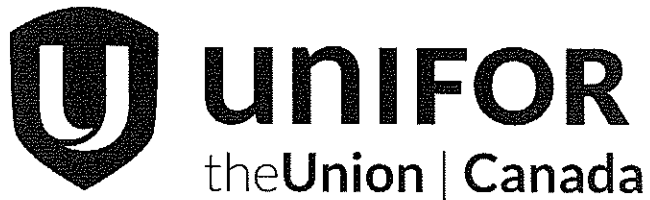


COLLECTIVE AGREEMENT

Between

**SODEXO CANADA LTD. at
St. Francis Xavier University
Antigonish, Nova Scotia**

And



LOCAL 2107

October 1, 2020 - September 30, 2023

PREAMBLE	1
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – DEFINITION	2
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – RECOGNITION	2
ARTICLE 5 – CHECKOFF	3
ARTICLE 6 – UNION SECURITY	3
ARTICLE 7 – GRIEVANCE PROCEDURE	4
ARTICLE 8 – WAGES	6
ARTICLE 9 – SCHEDULING	7
ARTICLE 10 – HOURS OF WORK & OVERTIME	9
ARTICLE 11 - HOLIDAYS	11
ARTICLE 12 – SICK LEAVE	12
ARTICLE 13 - VACATION	13
ARTICLE 14 - SENIORITY	15
ARTICLE 15 - MISCELLANEOUS	17
ARTICLE 16 - PERSONAL LEAVE	24
ARTILCE 17 - COMPASSIONATE LEAVE	24
ARTICLE 18 - HEALTH & WELFARE BENEFITS	25
ARTICLE 19 - DURATION	27
LETTER OF UNDERSTANDING #1	30
LETTER OF UNDERSTANDING #2	31
LETTER OF UNDERSTANDING #3	32
APPENDIX (A)	33
APPENDIX (B)	35
APPENDIX (C)	37
APPENDIX (D)	39
APPENDIX (E)	42

COLLECTIVE AGREEMENT

Between

Sodexo Canada Ltd.
at St. Francis Xavier University,
Antigonish, Nova Scotia
hereinafter referred to as "The Employer",

Party of the first part
And

Unifor Local 2107
hereinafter referred to as "the Union",

Party of the second part

PREAMBLE

Recognizing the common dependence of the Employer and its employees upon the welfare of the Employer as a whole, and recognizing that a relationship of goodwill and mutual respect between Employer and employee can contribute greatly to the maintenance and increase of that welfare, the parties of this contract have joined together in the following agreement.

ARTICLE 1- PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and its employees, to define more clearly wages and conditions of employment which shall obtain between the Employer and employees; to provide an amicable method of settling grievances or differences which may arise from time to time; to promote the mutual interest of the Employer and employees; to provide for the carrying on of the Employer's business under methods which will further, to the fullest extent possible, the safety and welfare of the employees, together with efficiency and economy of operation. It is recognized by this Agreement to be the duty of both parties to cooperate fully both collectively and individually for the promotion of the aforesaid conditions.

ARTICLE 2 - DEFINITION

- 2.01 Collective Bargaining Unit - The Employer recognizes the Union as the exclusive bargaining representative for all full time and regular part-time employees of the Employer located at St. Francis Xavier University, Antigonish, Nova Scotia, but excluding unit supervisors and those equivalent to the rank of unit supervisor and above, office employees, university student employees working less than 24 hours per week, and those excluded by Section 1, subsection (2) of the Trade Union Act.
- 2.02 A regular full time employee is one who is regularly scheduled on a full-time basis and who normally works forty (40) hours per week or eighty (80) hours in a bi-weekly pay period, or who works the academic year, not including any academic breaks, (Christmas and Spring Break). Any employee who is fulltime but suffers a reduction in hours for business reasons will still be entitled to all benefits applicable to fulltime employees.
- 2.03 (a) Full time Employees shall be scheduled by seniority and classification up to a maximum of forty (40) hours per week, before Part-time Employees are scheduled wherever possible and where no overtime is incurred.
(b) A part-time employee is one who normally works less than eight (8) hours a day or forty (40) hours a week as described in Article 10.01 of this Agreement. Any employee who is a part-time employee but suffers a reduction in hours for business reasons will still be entitled to all benefits contained in this Agreement on a pro-rata basis. In order to participate in the benefit plan, an employee must work a minimum of 20 hours per week on a regular basis outside of academic breaks (Christmas and Spring).
- 2.04 Throughout this Agreement, gender neutral language shall be used.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Management of the Employer's business and the employment, direction and supervision of the employees, including the transfer, promotion, layoff, suspension and discharge for just cause, is vested in the Employer and management. All management functions and responsibilities which the Employer has not expressly modified or restricted by specific provision of this Agreement are retained and rest exclusively with the Employer.
- 3.02 Cases of disagreement will be dealt with in accordance with Article 7 of this Agreement.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer recognizes Unifor Local 2107, as the sole collective bargaining agent for the employees as described in Article 2 and agrees to meet with representatives of the Local Union for the purpose of carrying out the terms of this Agreement.

- 4.02 Should a new classification be created during the term of this Agreement, the Management and Grievance Committee of the Unit shall decide on the rate and designation.
- 4.03 No employee shall be asked or permitted to make any verbal or written Agreement which may conflict with the terms of this contract.
- 4.04 Wages, hours and conditions of employment are recognized to be matters of agreement between the parties. This clause will be implemented by creating a forum of discussion between Management and Union when problems arise between the parties concerning transfer, promotion, layoff, written warnings, suspension, discharge, and leave of absence.
- 4.05 The Employer agrees not to deduct from the wages of four (4) employees' time spent in negotiations up to and including conciliation.

ARTICLE 5 - CHECKOFF

- 5.01 The Employer agrees to deduct from the employees' wages, following thirty (30) days of employment, dues, fees or assessments as indicated by the Union. The dues, fees, or assessments so deducted will be forwarded to the Financial Secretary of Unifor Local 2107 by the fifteenth (15th) day of the following month, along with a copy of a list of the names of all the employees in the bargaining unit and showing the amounts deducted on behalf of each employee. The Local Union will advise the Food Service Director, in writing, of the name and address of the Financial Secretary and of any changes thereto. It shall be mandatory for each employee to participate in the Pension, Health and Dental Plan, unless the employee is covered by another Health and Dental Plan. The employer shall enrol all employees into the Pension Plan and Health and Dental Plan upon hire, as per the plan's text.
- 5.02 The provisions of this article will be in conformity with the Unifor Constitution.

ARTICLE 6 - UNION SECURITY

- 6.01
- (a) Upon hiring, all workers shall become and remain members of the Union. The Employer shall supply a Collective Agreement to all new union Members. The employer shall also supply a seniority list and contact phone numbers of all Union members to the Unit Chair.
- (b) Probation - all new employees will be subject to a probationary period of three hundred (300) hours worked.

- 6.02 The Employer will advise the Union monthly of the names of those who have completed their probationary period and on request will arrange a place and time once each month for the said interview, which will not exceed fifteen (15) minutes in duration. Present at the interview will be the Unit Chair and/or his or her Union representative. Because of the privilege of this interview, there shall be no solicitation for membership at any time on the University's premises.
- 6.03 (a) Education Fund - The Employer will contribute to the Union an amount of three cents (3 cents) per hour for each hour worked by each bargaining unit employee. This money will be used by the Union for the purpose of its Educational Program. Members of the Union, to a maximum of two (2) at any one time, shall be allowed the necessary leave of absence without pay to participate in the Union's Education Program. Such monies will be paid on a quarterly basis. Cheques to be made payable to Unifor Leadership Training Fund and forwarded to Unifor Paid Education Leave Training Fund, **115 Gordon Baker Road, Toronto, ON M2H 0A8**
- (b) The Employer agrees to pay one cent (\$0.01) per hour per employee for each hour worked during the term of this collective agreement, to Unifor Local 2107 for the education and representation of its membership by the Local Union. Such payments will be made quarterly by cheques and issued to the Financial Secretary of Local 2107.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The Union will elect from the membership and the Employer will recognize a committee of four (4) Shop Stewards, two (2) Alternate Shop Stewards, all regular employees of the Employer, which committee shall be known as the Grievance Committee, to deal with complaints and grievances. Grievance Committee members and any changes therein shall be made known to the Employer.
- 7.02 Alleged complaints and grievances shall be dealt with in the following manner, and this procedure shall not be bypassed.
- Step I** The aggrieved employee or employees, along with a Shop Steward, shall first discuss the complaint with their Unit Manager and shall do so within four (4) normal working days of the date the complaint or grievance occurred.
- Step II** If the alleged complaint is not settled within four (4) working days, the complainant (or the Union, if a general grievance) shall, within four (4) working days, refer the grievance in writing to the Food Service Director or his representative. The Food Service Director or their representative shall give his decision in writing to the Grievance Committee not later than four (4) working days following the presentation to them of the written grievance.

Step III If the written decision of the Food Service Director or their representative is not satisfactory, the Grievance Committee may, within five (5) working days thereafter, appeal in writing to the Regional Director of Operations, with a copy to the Food Service Director. The Regional Director of Operations shall give their reply in writing as soon as possible, but in no case shall more than fourteen (14) days elapse before a reply is received unless by mutual consent of the parties.

The employer will hold a monthly grievance meeting with the union to review the status of all outstanding grievances to ensure that none are ignored or missed.

- 7.03 It is agreed that the Union Representative, or their deputy, may act as a member of the Grievance Committee at the request of either party. Shop Stewards and Shop Steward Alternates have the authority to police the Collective Agreement during working hours. It is clearly understood that Stewards, Union Officers and Delegates will not absent themselves from their regular duties without first obtaining the permission from their supervisor to deal with grievances of employees or with other union business. This permission will not be unduly denied.
- 7.04
- (a) If the settlement is not reached in the steps above, the matter may, within twenty (20) calendar days following the reply from the Regional Director of Operations, be referred to an Arbitrator mutually agreed upon by the parties. Should the parties fail within the twenty (20) day limit to agree upon an Arbitrator, they shall be appointed by the Minister of Labour to the Province of Nova Scotia. The decision of the Arbitrator shall be accepted and binding on both parties.
 - (b) Upon mutual agreement either party may request that the grievance be referred to mediation as an alternative to arbitration. This will not be binding on either party.
- 7.05 It is agreed between the Employer and the Union that any Arbitrator set up under the provisions of this Article must render a decision no later than thirty (30) days after the presentation by each party of its case to said Arbitrator.
- 7.06 If the complainant or the Union or the Employer alleges a breach or violation of this Agreement, the respects or respect in which it is alleged that the Agreement has been broken or violated shall be indicated promptly to the Employer and/or the Grievance Committee. The matter then shall be regarded as a grievance and dealt with as set forth in Article 7.02, Step 11.
- 7.07 The Employer and the Union agree to bear an equal share of any expenses incurred by an Arbitrator established pursuant to Article 7.04.

- 7.08 If an employee is dismissed for any reason whatsoever, and feels that he has been unjustly dealt with, he shall notify the Shop Steward who shall promptly notify the Food Service Director, or his representative, of the grounds of objection to such dismissal, and the discharge becomes a grievance and shall be dealt with as set forth in Article 7.02, Step II. In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Employer's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may, in the opinion of the Arbitrator, be equitable.
- 7.09 If an employee feels that he has a grievance, he shall report the matter to Management in the manner outlined in Article 7.02, Step I, and pending settlement, shall perform his duties faithfully.
- 7.10
- (a) The Employer agrees that the Local Chairperson will not have deducted from **their** wages time spent in carrying out their duties in the administration of this Agreement.
 - (b) The Local Unit Chairperson shall be permitted by **their** supervisor to leave **their** regular duties for up to Five (5) hours per week during **their** regular working hours without loss of time or pay. It is understood that these hours are for the purpose of performing union business pertaining to this Collective Agreement. The Local Unit Chairperson must be available to attend scheduled union management meetings with the Employer during this designated five (5) hours. Permission to leave the job must be gained from the supervisor and such permission will not be unreasonably denied. Once per month, the Unit Chair will take **eight (8) hours** all at once at a time mutually agreed upon.
- 7.11 It is agreed that there will be no slowdown, curtailment of work, strike, or lockout during the term of this Agreement.
- 7.12 The time limits set out in Article 7 may be extended by mutual written agreement between the parties.

ARTICLE 8- WAGES

- 8.01 The Employer agrees to pay and the Union agrees to accept the scale of wage rates and the range of wage rates attached to this Agreement as Appendix "A-1".
- 8.02 Temporary Assignment - Where an employee is temporarily assigned to perform work in a classification paying a rate lower than his own while there is work available in his own classification, he shall be paid his regular rate. If an employee is assigned temporarily to perform work in a classification paying a higher rate, he shall receive the rate of pay applicable to that classification, beginning on the first day.

8.03

(a) Pay Day - The Employer agrees that pay will be issued on Friday of every other week. The Employer shall supply an adequate statement containing amounts received as well as deductions.

(b) The Employer will include the method of calculation with the employee's vacation cheque.

ARTICLE 9 – SCHEDULING

9.01 If overtime is authorized, it shall be offered on a seniority basis within classification basis to employees presently working when the overtime occurs. Such overtime will be payable in minimum increments of one-half (½ hour). If no employee is available, overtime will be assigned on a seniority basis within any classification to an employee who has the ability to perform the work.

9.02 Shift schedules shall coincide with each two-week pay period.

9.03 (a) Shift schedules shall be posted one week in advance of their effective date. Shift schedules shall also be posted on line, one week in advance of their effective time and date, for employees who choose to view on line. Employees will be given a password once they have signed an agreed upon policy governing on line viewing. The Employer shall maximize the hours of employees by seniority within their classifications before posting the schedules. Employees shall be notified of any changes or revisions to their scheduled hours of work. Student schedules shall be posted in all workplaces. The company will provide a copy of the final union schedule in the bargaining units sign-in sign-out sheets to the unit chairperson. All schedules will be posted in all applicable units.

(b) Preference for weekly scheduled posted shifts, or weekly scheduled non-posted shifts shall be given to the most senior interested employee within the classification. This will include preference for earlier shifts and/or Monday-Friday shifts based on the Employee's seniority. Seniority and qualifications shall be the determining factor in all cases including employees who are on Duty to Accommodate or returning from WCB with medical restrictions assuming that once they are back to normal medical health, they would be capable of doing the job.

9.04 Any errors or omissions noticed in the schedule by an employee shall be brought to the attention of the Employer no later than four (4) days following posting of schedules and any adjustments necessary, in the opinion of the Employer, will be made within twenty four (24) hours from such time such error or omission was brought to their attention. The employee shall have a Union Representative present.

9.05 Full time/Regular Part-time Employees shall be scheduled by seniority and classification up to a maximum of forty (40) hours per week.

9.06 Part-time employees will be scheduled up to forty (40) hours per week. Part-time shifts will be assigned to the most senior qualified part-time employee, provided work for which they are qualified is available. '

9.07

(a) Permanent or temporary (**Full-time or Regular Part-time**) vacancies within the bargaining unit as determined by the employer shall be posted according to the following information below. **Note: a temporary vacancy will be posted provided the assignment is for 2 months or more.**

1. Classification of position
2. Status of position (**Permanent or Temporary Full-time/Regular Part-time**)
3. Hours of work
4. Days off
5. Approximate length of time
6. Grade and salary
7. Duties
8. Qualifications
9. Posting date
10. Closing date

(b) If an employee makes an application for a vacant job within another classification in the bargaining unit and is selected, he/she shall serve up to three (3) months trial period in the new position. The employer will provide this transferred employee with a trial period of up to three (3) months. If the employee wishes to terminate the trial job anytime during this period, he/she shall be returned to their former regular position at the former rate of pay without loss of seniority. Once an employee is awarded a posted position, he/she shall not suffer a reduction of hours unless in the event of slow down, or summer layoff. For the purposes of clarity, and trial period shall exclude any paid or unpaid leaves of absence.

Grounds for reposting a shift:

1. Loss of hours
2. Duties change
3. Days off change

(c) Any known vacancy in excess of five (5) working days will be posted for three (3) working days provided that the Employer has at least two (2) weeks advance notice prior to the posted schedule. The Employer shall determine what qualifications are required for the position posted and shall evaluate applicants based on seniority and experience. Posted jobs shall be awarded on a seniority basis as long as the successful applicant has the skill and experience required for the job. The employer shall provide all necessary training

- 9:08 Replacement to the work schedule due to sickness will have the most senior qualified employee who is not scheduled to work eight (8) hours that day, be offered the vacancy in accordance with seniority and classification and ability to perform the work. Subsequent replacements will be assigned by Management.
- 9:09 During storm days, IF the University is closed; all employees who work, will receive one and a half times (1.5X) their daily rate of pay for all hours worked. This premium applies ONLY during the time that the university is closed.
- 9:10 Any bargaining unit member who cannot make it to work due to weather conditions, poor road conditions will be able to use any banked overtime/vacation days they have accumulated if they choose to do so.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.01
- (a) The work week shall be one of five (5) eight (8) hour days, with one-half (1/2) hour meal period included. **Employees who work five (5) hours are entitled to one (1) paid twenty (20) minute rest period per day.** Employees who work six (6) or more, but less than eight (8) hours per day are entitled to receive one (1) paid fifteen (15) minute rest period and one half(1/2) hour meal per day. This shall also apply at catering events. Flow of the catering event may dictate timing of breaks.
 - (b) Full time/Regular Part-time Employees who are scheduled by seniority and classification up to a maximum of forty (40) hours per week will not be scheduled to work more than five (5) days straight without their prior agreement.
- 10.02 In the kitchen and dining room where the eight (8) hours "broken shift" is presently worked, every effort will be made to change the broken shift to eight (8) hours straight shift. In the interim period, all those employees working the "broken shift" shall receive extra compensation pay of **four dollars and sixty-five cents (\$4.65)** per shift for the inconvenience of having to work the broken shift.
- 10.03 All work in excess of eight (8) hours per day or forty (40) hours per week shall be at the overtime rate of time and one-half (1½), except where double time is payable.
- 10.04
- (a) Employees who work overtime will not be required to take compensating time off.
 - (b) The scheduled days off, once posted, for full time employees shall not be changed to avoid the payment of overtime except by mutual agreement between Management and the employee.

- (c) Bargaining unit members will be entitled to bank overtime hours during the academic year up to a maximum of one hundred and thirty (130) hours per contract year. Any unused banked time will be paid out at the end of every contract year. Employees will notify management one week in advance of their intention to use banked time. The banked hours maybe used when there is a reduction in hours, lay-off or for any other good reason.
- 10.05 Employees shall receive one (1) paid fifteen (15) minute rest period for each cumulative four (4) hours worked. The Employer agrees that two (2) fifteen (15) minute rest periods shall be given to employees during each eight (8) hour shift. Employees will be entitled to free coffee during such breaks.
- 10.06
- (a) The eight hours of each shift shall be effective from "swipe-in" and "swipe- out" points of the job.
- (b) The choice for straight shifts will be made on the basis of seniority and classification.
- 10.07
- (a) Shift Premiums - Employees required to work a scheduled shift between the hours of 12:00 p.m. and 12:00 a.m. shall be paid an additional **one dollar and thirty five cents (\$1.35)** per hour over and above their contract rate for any hours worked between 12:00 PM and 12:00 AM.
- (b) Weekend Premium - Employees required to work on a weekend scheduled shift commencing between the hours of midnight Friday to midnight Sunday. shall be paid an additional **two dollars and ten cents (\$2.10)** per hour over and above their contract rate.
- 10.08 The Employer agrees to review the shift schedules for the classification of "Cooks" so that each employee in that classification will have the opportunity of having weekends off, on a month-about rotating basis.
- 10.09 Call-Out Time - When an employee is called out to work, **they** shall be guaranteed a minimum of four (4) hours pay at straight time. This clause will not in any way be used to prevent the payment of overtime, as covered by the provision of Article 10.03. This provision shall include an employee being called out prior to **their** regularly scheduled shift **or day off**, and shall apply during summer operations.
- 10.10 When an employee's scheduled shift is changed without at least eight (8) hours advanced notice, **they** shall be paid a premium of four (4) hours in addition to **their** regular shift.
- 10.11 No employee will be provided a shift of less than four (4) hours duration.

- 10.12 When an employee's scheduled shift is cancelled without at least eight (8) hours advanced notice, they shall be paid for half of their regular scheduled shift. The following shall not apply if the operations of the employer are affected by any major occurrences that are beyond the control of the employer.

ARTICLE 11 – HOLIDAYS

- 11.02 New Year's Day
Nova Scotia Heritage Day (3rd Monday in February)
Last Monday in February, or the first Monday in March, (in lieu of Heritage Day or the employee's Birthday)
Victoria Day
Good Friday
Canada Day
First Monday in August
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- 11.02 Food Service staff are normally expected to work on holidays and will receive their holiday pay, plus two times (2X) their daily rate for all hours worked.

- 11.03 If an employee so wishes, he or she may take a day off instead of the pay bonus, provided this does not interfere with the operation of the Employer's business. Adjustments to be made twice a year.

- 11.04 In order for employees to be eligible for holiday pay equivalent to **their** regular rate of pay, **they** must meet the following requirements:

- (a) **They** must work their last scheduled shift prior to the holiday.
- (b) **They** must work their first scheduled shift after the holiday.
- (c) **They** must work the holiday if they were previously scheduled.

Exceptions will be made for employees who do not meet one of the above requirements due to illness and who can provide acceptable proof of illness, **leave of absence, bereavement, pandemic absence, epidemic absence, layoff and slow down periods.**

- 11.05 If any of the above mentioned holidays fall on a Sunday, the day proclaimed by the **Federal or Provincial** Government in its stead shall be observed.

- 11.06 If one of the above-mentioned statutory holidays occurs during an employee's vacation period, the employee will receive an additional day off with pay.

- 11.07 An employee who is required to work on a statutory holiday which occurs on his or her day off will be paid double time for all hours worked in addition to his or her regular holiday pay, or equivalent time off with pay.
- 11.08 Employees will be given the option of banking hours for statutory holidays, between September of one year and August of the following year. On the last pay in August annually, any unpaid holidays will be automatically paid out on a separate cheque. Employees wishing to bank holidays must indicate so in writing prior to September 1 annually. Employees wishing payment of any banked time must communicate how much to the office a minimum of 10 days in advance of the pay period end.

ARTICLE 12 - SICK LEAVE

- 12.01 After three (3) months continuous service, four and one-half (4½) days sick leave shall be credited to the employee and thereafter at the rate of one and one-half (1½) days per month. During summer layoff, sick leave credits shall be credited provided an employee works ten (10) full days or eighty (80) hours during the month. **This article shall not provide less benefit than what NS Labour Standards provides and will be adjusted to reflect Labour Standards if applicable.**
- 12.02 Unused portion of sick leave shall be cumulative up to a maximum of 180 days. Absence for accident compensable by the existing compensation program will not be charged against sick leave credits. An employee, at their option, may exhaust all their sick leave credits prior to applying for EI sick benefits during any calendar year. This will include sickness during layoff and slowdown periods.
- 12.03
- (a) When sick leave is claimed, the Employer may request proof of illness including completion of the Attending Physician's Statement on the Employee Sickness form attached as Appendix "C" to this Agreement. The Employer will pay for the cost of a physician completing the Attending Physician's Statement (Appendix "C") for those employees who are requested to produce the form due to a medical leave of absence. All medical information given to the Employer shall be held in confidence.
 - (b) Proof of illness will not be requested or required by the employer for any absences of **three (3)** days or less in duration provided that the employee does not have a record of excessive use of sick time. "Excessive" is defined as more than the bargaining unit average.
- 12.04 Employees who are unable to schedule medical appointments with a licensed physician, including any treatment or tests ordered by the physician, during non-working hours may use their sick leave for these appointments as long as the employee provides a minimum of one (1) week advance notification, whenever possible, and schedules these appointments during non-peak hours of service. **Employees who leave work for such appointments may use hour increments from their sick bank.**

- 12.05 It is agreed that a list of sick leave credits will be posted once a year, preferably during the month of September.
- 12.06 Employees may use sick credits during the calendar year for the purpose of attending out of town specialist doctor and/or dentist appointments. Employees attending such appointments will not be required to provide notes as verification unless there is excessive use indicating abuse.
- 12.07 When an employee is temporarily assigned to a higher classification and claims such sick leave, he shall be paid his regular hourly rate prior to the temporary assignment, for any compensable sick leave.
- 12.08 In the event an employee who has attained the age of 55 years or more retires, the employee will receive a retirement allowance calculated on the effective date of retirement as follows:
- (a) If the employee has 20 years or more seniority, the employee shall receive a maximum payout of 70 days from their sick bank.
 - (b) If the employee has more than 10 years but less than 20 years of seniority, the employee a maximum payout of 40 days from their sick bank

ARTICLE 13 - VACATION

- 13.01 (a) Regular full time employees shall earn paid vacation benefits based upon the following schedule:

<u>Service</u>	<u>Vacation Earned</u>
Less than 1 year on July 1 st	1 day per month up to 10 days
1 to 2 years on July 1 st	11 days
2 to 3 years on July 1 st	12 days
3 to 4 year on July 1 st	13 days
4 to 5 years on July 1 st	14 days
5 to 11 years on July 1 st	15 days
11 to 12 years on July 1 st	16 days
12 to 13 year on July 1 st	17 days
13 to 14 year on July 1 st	18 days
14 to 15 year on July 1 st	19 days
15 to 25 years on July 1 st	20 days
25 to 30 years on July 1st	25 days
30 or more years on July 1st	30 days

- (b) In regard to Article 13.01, those employees who have twenty-five (25) or more years of service for vacation purposes shall have the option of:
 - (1) Receiving twenty-five (25) days paid vacation; or
 - (2) Receiving twenty (20) days paid vacation and five (5) day's pay.
Employees shall inform the Employer, when stating their vacation preferences, which option they desire.

- 13.02 To determine vacation benefits, the employee's eligibility will be based on their date of hire. Years of service shall count for full vacation benefits while an employee is on company paid sick leave.

- 13.03 Vacations shall be scheduled between May 1st and the third week of August in a manner that will least interfere with the operation of the Employer's business. Employees, by seniority within classification, will have first choice of selecting an unbroken two (2) week vacation schedule, if so desired. Subsequent week selections will be by seniority within classification. Prior to April 1st of each year, the Employer and the Union shall meet for the purpose of discussing the vacation schedule for those covered by this Collective Agreement. Vacations will be taken in the year in which they become due. Employees may schedule vacations during the school year, November 1st to May 1st, upon mutual agreement between the Employer and the employee, and providing the employee's job can be filled during his absence. Vacations are to be scheduled so as not to interfere with the employee's normal rest days. Vacation eligibility period will include Christmas and spring shutdown periods. Those employees who are employed year round (academic and shutdown) will have the option of selecting their full vacation entitlement to be taken together at one time if they so desire.

- 13.04 If an employee leaves the service of the Employer for any normal reason, he or she shall be paid the amount of vacation due him or her, calculated on a pro rata basis retroactive to the time that vacation was last calculated, or the commencement date of employment if no previous vacation had ever been received.

- 13.05 The Employer shall post a vacation eligibility roster by April 1st. Employees shall choose their vacation requests by April 15th. The approved vacation schedule shall be issued and posted before the spring layoff. Vacation dates are to be posted so as to give the employees at least a minimum of ten (10) days notice prior to their vacation period.

13.06 Vacation allotted to part-time employees after one (1) complete university year (July - June) of service to be equivalent to:

- 4% of gross earnings from 1 – 5 years of service
- 6% of gross earnings from 5 – 15 years of service
- 8% of gross earnings from 15 – 25 years of service
- 10% of gross earnings more than 25 – 30 years of service
- 12% of gross earnings more than 30 years of service

In individual cases a part-time employee's vacation may be scheduled during the school year (November 1 - May 15) upon mutual agreement between the Employer and employee providing the employee's job can be filled during their absence.

Part-time employees may request, and the Employer will honour, time off for a two (2) week period if requested by April 30th. The period allowed will be May 15 to August 15.

Vacation for part-time employees will be scheduled at the same time as full time employees based on seniority and business needs.

13.07 Employees who are called to work during their vacation period will receive the overtime rate of double time (2X) for all hours worked.

13.08 Advance vacation pay shall be paid to employees who would normally be paid on a day falling within their vacation period provided the employee gives the Employer a written request for such advance at least one month prior to the start of vacation.

13.09 Vacation to be paid on a separate cheque and dates to be included on "Record of Employment".

ARTICLE 14 - SENIORITY

14.01 In layoff, rehiring, recall or promotion to a higher position, the seniority of the employee concerned, consistent with the ability to perform the work required, shall be the determining factors.

14.02 Leave of Absence - Subject to requirements of the Employer, leave of absence may be arranged by mutual consent between the parties for Union business, medical attention, or to obtain temporary fulltime work elsewhere due to summer layoff and reduction of hours (May 15 – August 20) and any other good reason based on seniority. Management shall reply to such requests within two (2) weeks of receiving a request for a leave of absence.

- (a) Leave of absence for medical reasons, **domestic violence and/or sexual violence leave** will be to a maximum of **twelve (12) months** and leave of absence for personal reasons will be to a maximum of **six (6) months**. These time limits may be extended upon mutual consent of the Employer, employee and the Union.
- (b) For the purpose of Union business leave, not to exceed ten (10) days per leave, the Employer agrees to salary continuation for lost wages. The Union will reimburse the Employer for wages and benefits within a thirty (30) day period.
- (c) The Employer shall grant leave for Union business which will not be unreasonably withheld. The Employer will make every reasonable effort to grant such leave.

14.03 Seniority shall commence with employment and shall be calculated in the following manner for the purpose of this Agreement and for future use:

- (a) Seniority status shall be the existing order on September 30, 1988. Employees hired after September 30, 1988, will be placed on the seniority list in order of the date of the first shift worked following their last date of hiring with the Employer.
- (b) An employee shall lose his seniority and be deemed terminated if an employee resigns, is discharged for just cause, fails to return to work, or indicates that he will not return to work within one (1) week following recall, or is laid off for twenty-four (24) months.

14.04 The Employer agrees to post a seniority list as of April 30th and August 31st of each year.

- 14.05
- (a) When an extra workload due to sickness, emergency, etc. creates the necessity for employees to work overtime, all call-outs will be based on seniority within the classification for which overtime is available. The overtime will then be offered to the most senior qualified employee available.
 - (b) For the purpose of this section, the "Cooks" classification of Cooks, Class 1 to Class 3, will be considered as a single classification. All other classifications in Appendices "A-1", "A-2", "A-3" and "A-4" will be treated as a single classification.

ARTICLE 15 - MISCELLANEOUS

15.01

- (a) Each full time employee when hired shall be supplied with three (3) full uniforms. Each Part-time employee when hired shall receive two (2) full uniforms. Each September the Employer shall replace in consultation with the employee uniforms up to the maximum of four (4) for full-time and three (3) for part-time for wear and tear. Employees shall have the choice of a white shirt as part of their uniform. Employees must notify the employer at time of uniform purchase of how many of their allotment of tops they wish to be white shirts.
- b) The Employer will provide a safety boot allowance for drivers/receivers of **two hundred & fifty dollars (\$250.00)** per year. This allowance will be paid on the last pay in September annually.
- c) The employer will provide a safety footwear allowance for all other employees of **one hundred & twenty-five dollars \$125.00** per year. The allowance will be paid on the last pay in September annually.

Employees whose footwear wears out before the end of a year may present footwear to their manager for replacement when needed.

- d) Each full-time employee and part-time employee shall be supplied with two (2) lightweight scrub uniform shirts during summer months.

15.02

- a) Bereavement leave with pay shall be granted for up to five (5) working days to an employee who has suffered the death of an immediate relative. For the purposes of this section, immediate relatives shall mean father, mother, sister, brother, step-sister, step-brother, son, daughter, step-child, spouse, common-law spouse, mother-in-law, father-in-law, parents of current spouse, parents of current common-law spouse, daughter-in-law, daughter-in-law of common-law spouse, son-in-law, son-in-law of common-law spouse, grandchild and grandparents, grandchildren and grandparents of common-law spouse, employee's spouse's or common law spouse's brother-in-law, sister-in-law, aunt, uncle, nephew or niece. The Employer, however, may extend this leave if extenuating circumstances prevail.
- b) Bereavement leave shall be granted for one (1) working days to an employee who has suffered the death of the first cousin and said relative of common-law, spouse, or any person domiciled with the employee. The Employer, however, may extend this leave if extenuating circumstances prevail.

- c) If a death occurs in the Employee's family as defined in Article 15.02 (a) or (b) when the employee is at work, the Employee shall be granted compassionate leave with pay for the remainder of her scheduled shift. This leave is in addition to the entitlements in Article 15.02(a) or (b).
 - d) If death occurs during an Employee's vacation or sick leave, the bereavement leave to which he is entitled as provided for in paragraphs above, will be counted as such, rather than counted as vacation or sick leave.
 - e) The Employer agrees to allow employees to use a maximum of ten (10) days per year of accrued sick leave for family illnesses. Employees must specify the family member who is ill.
 - f) Upon the birth **or adoption** of their **child**, any regular employee shall be granted **five (5) days** off with pay after the birth **or adoption** of their child.
- 15.03 The Employer and the Union agree that there shall be no discrimination against any employee because of physical or medical limitations, race, colour, sex, creed or Union activity because of the enforcement of the provisions of this Agreement. The Employer agrees to maintain and adhere to the Nova Scotia Human Rights Act.
- 15.04 The Union shall at its expense be permitted to provide a lockable, glass-covered door for its bulletin board. The Union shall be permitted to post notices of meetings and other matters of interest to the membership on a bulletin board provided for that purpose.
- 15.05 All privileges presently received, mutually recognized and not mentioned specifically in this Agreement shall remain in full force and effect.
- 15.06 The Employer agrees that no deduction from the employee's pay will be made for accidentally breaking of dishes, unless negligence is evident.
- 15.07
- a) Job Training - The Employer and Union recognize the values of job training; therefore, it is agreed that a job training program will be put into effect consistent with provincial and federal trades training policies whereby government assistance is granted to an Employer when they take part in such a program. Where the Employer requires the employees to train during normal working hours, they will be paid their regular rate of pay.
 - b) The Employer agrees to permit and encourage all employees to learn duties of other positions provided it does not interfere with the assignment being learned.
- All training will be delivered by seniority.

- c) When reduction in hours occur during the calendar year bargaining unit members shall have the option to exercise their seniority rights by being able to select the next forty (40) hour position within their classification, laterally or select within a lower classification unless the employees already have the demonstrated qualifications to do the job then they may exercise their seniority rights to bump up. In all other cases the Employer shall provide the necessary training.
 - d) Whereas cross training is beneficial to both the bargaining unit members and the employer; upon written request by bargaining unit employees the employer shall provide training within two (2) months of their request. Managers reserve the right to determine training needs based on the number of current employees already trained for the requested position.
- 15.08 Recognizing that changing conditions in the Company and/or the University may necessitate the restructuring of the work force from time to time, and recognizing as well the need to keep employees informed of any possible changes, the Employer shall give the employees who are directly affected by their weekly shift being deleted, no less than one (1) week's notice. For any change that will affect the employees in the kitchen staff, the Employer shall agree to meet with the Union to discuss such considered changes, at this time, the Employer agrees that all facilities presently utilized will continue to be so utilized insofar as is practical.
- 15.09 The Employer shall see that proper relief is supplied at all times so that no department is required to work understaffed for prolonged periods. It is agreed that in the event a full time employee is not available for such relief, that a student employee may be used, even though this may increase the student's hours beyond twenty-four (24) hours for that week. It is understood that Union members qualified to perform that particular job will be given first opportunity for relief work, except in the event of an emergency requiring immediate action.
- 15.10 Foremen and/or supervisors will not perform work usually done by Union members.
- 15.11 The Employer shall give first consideration to Union members for confidential jobs before hiring from outside.
- 15.12 The Employer agrees to grant an employee one (1) day's leave with pay for the purpose of attending the post-secondary school graduation of a son or daughter.
- 15.13 Employees required to serve on jury duty and/or appear as a summoned witness, except in cases where the employee is the defendant or the plaintiff, shall not lose any pay as a result of carrying out the duties of this delegation. The Employer agrees to make up the difference between the specified jury pay and the employee's normal wages.

15.14 The Employer agrees to provide one (1) meal, at a cost of \$2.00 per meal, to each employee during each eight (8) hour shift, to be eaten at the unit in which the employee works. The Employer further agrees to provide one (1) meal, at a cost to the employee of \$2.00 per meal, to employees required to work two (2), or more hours overtime, to be eaten on the employee's own time. Employees shall be charged with one (1) meal per day worked unless the Employer is notified otherwise through the payroll timesheet.

15.15 The Employer will post a summer work schedule, prior to the spring layoff, based on known summer business as of that time. This will be subject to change as business changes. During layoff or slowdown periods, all employees shall be notified in advance by their Employer if there have been any revisions made to the posted schedule after the employee has agreed to it.

15.16 **The Employer will provide leave for maternity or parental leave in accordance with the minimum terms and conditions provided for in the Nova Scotia Labour Standards Code and Human Rights Act.**

15.17 The Employer will provide to the Local Chairperson a copy of its pertinent policies which affect their employees by the end of 1995. Additionally, any new policies will be given to the Local Chairperson as they are implemented.

15.18 **Nova Scotia Occupational Health and Safety Act and Regulations ("OHSA")**

a) **Safety is a core value and a shared mutual concern and both the Employer and the Union are committed to protecting the employees, assets and the general public from injury and damage.**

b) **The Employer, Union and Employees all recognize their responsibilities under the OHSA and are committed to fulfilling those responsibilities.**

15.19 **Joint Health and Safety Committee ("JHSC")**

The Parties agree that there will be a JHSC. The Union and the Employer shall each appoint 3 members and two alternates to the JHSC. The JHSC shall be co-chaired by 1 Union member (as selected by the Union) and 1 Employer member (as selected by the Employer).

a) **The JHSC will meet a minimum of 10 times throughout the year and perform its duties pursuant to the requirements as set out in the OHSA.**

b) **The Employer will post and update (as required), on the OHS bulletin board, the names of all JHSC members.**

15.20 **WHMIS Training**

The Employer shall provide paid WHMIS training (with refresher training where required), to all Employees for whom such training is required. The Employer will maintain records of training within the Employees' files.

15.21 **First Aid Training**

The Employer agrees to provide paid basic first aid training, at a time specified by the Employer, to all Full Time Employees who require such training per legislative requirements.

15.22 **Personal Protective Equipment**

All protective clothing and equipment shall be provided by the Employer. This clothing and equipment shall be replaced and/or repaired, upon normal wear and tear, by the Employer and is mandatory for the employee to wear/use should their job require.

15.23 **On-the-Job Injury**

- a) The Employer shall provide and maintain coverage for all employees under the Nova Scotia Workers' Compensation Act.
- b) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift. The employee must report the occurrence to a manager immediately.
- c) An employee who is injured on the job or who requires transportation from the work site to a physician, clinic or hospital for treatment, or to their home, shall receive such transportation at the expense of the Employer.

15.24 **Accident Investigation**

The JHSC committee shall be included in any accident investigation and a report provided to the Unit Chairperson.

15.25 **Right to Refuse**

The Employer recognizes the right to refuse unsafe or unhealthy work. Employees shall not be forced through fear of reprisal, discipline or loss of wages, to work where an extraordinary health or safety hazard exists.

15.26 **Observance of April 28th**

The Employer agrees to recognize and observe April 28 as a National Day of Mourning” on behalf of injured workers and workers who have lost their lives in the workplace. A minute of silence will be observed at 11am.on April 28th.

15.27 **Violence Against Women** -During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

15.28 **Re: Minute of Silence** The Union requested a minute of silence be observed in the workplace in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 am or when local management determines the observance will have the least impact on operations.

15.29 **Women's Advocate** The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of women's advocate in the workplace will be served by the Unifor female member of the Joint Employment Equity Committee, in addition to her duties relating to employment equity. The trained Unifor female employment equity representative will meet with female members as required, discuss problems with them and refer them to the appropriate community agency when necessary.

The company agrees to facilitate communication between the advocate and those in need of support, for this reason, an advocate may be permitted to use their cell phone in the workplace provided it is strictly for advocacy purposes and in compliance with any other company policies. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with a Unifor female employment equity representative without loss of time or pay.

The Joint Employee Equity Committee will develop appropriate communications to inform female employees about the advocacy role that the Unifor female employment equity committee members play.

The Women's Advocates will participate in an annual training program. The five day training program includes travel and will be held at the end of the annual three-day employment equity meeting.

The Union will pay all wages and expenses for the employee being trained.

15.30

Workplace Policy

- **The Employer should have a workplace policy on preventing and addressing domestic violence at the workplace that is:**
 - **accessible to all employees;**
 - **reviewed annually;**
 - **explains the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence;**
 - **identifies the process for reporting, risk assessments and safety planning;**
 - **indicates available supports and a process to protect employees' confidentiality and privacy while ensuring workplace safety for all.**
- **The Employer should provide awareness training on domestic violence and its impacts on the workplace to all employees.**

15.31

Union Leadership-Management Harassment Training

The Company agrees to a three (3) day jointly developed and delivered harassment and human rights program for Union Representatives and designated Management employees, with the content, timing, location(s) and trainers to be determined jointly by the Human Resources Manager and the Union Chairperson.

15.32 All letters of discipline shall remain on an employee's file for one (1) year from date of letter. Employees may view their employee file upon request. The Union has the right to view any bargaining unit member file with that members written permission.

15.33 Employer pay cheque errors will require pay within four (4) days if greater than \$50.00.

15.34

- a) Schedule for van to be first offered by seniority. Employees will use the Company van for all deliveries.
- b) The Employer will provide the van driver with a required backbrace upon presentation of proof of requirement from a qualified medical practioner. The employer will provide 3 lift belts for the use by truck drivers. Drivers are required to wear lift belts at all times during their shift except when on break.
- (c) The employer will purchase one pair of waterproof splashpants for each driver per year.

ARTICLE 16 – PERSONAL DAYS

- 16.01 **Employees shall be entitled to use 5 paid days within existing banks (sick, vacation, banked time) to attend to personal matters.**
- 16.02 Employees will not be required to provide reasons for the paid leave but are required to inform their Manager or Supervisor a minimum of one week (1) in advance in writing. Exceptions to this in case of an emergency may be approved by manager/supervisor. These days do not accumulate and do not roll forward from on vacation year to the next.

ARTICLE 17 – COMPASSIONATE CARE LEAVE

Employees shall be entitled to compassionate care leave in accordance with the NS Labour Standards Code.

- 17.01 Compassionate care leave is an unpaid, 28 week leave for employees who need to care for a seriously ill family member who has a high risk of dying within 26 weeks.

To take compassionate care leave, employees must be employed for at least three months with the same employer. Also, they must give their employer as much notice as possible before taking the leave. An employer can ask an employee to provide a medical certificate, from a medical doctor, stating that the employee's family member is seriously ill. The employee can take up to 28 weeks' leave, which must be taken over a 52 week time frame. The leave can be broken up into several periods of at least one week in duration during the 52 week time frame. The 52 week time frame begins on the first day of the week in which the leave began.

Employees who take a compassionate care leave may qualify for a 26 week compassionate care leave benefit under the federal government's Employment Insurance program.

Employee Rights during the Leave

During compassionate care leave, an employer must let the employee keep up any benefit plans to which the employee belongs at the employee's own expense. If this option to keep up the benefits has an expiry date, the employer must give 10 days' written notice before the option to keep up the benefits is no longer in effect. An employee who returns from compassionate care leave must be accepted back into the same position or a comparable one with no loss of seniority or benefits.

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

- 18.01 Upon hire, each employee will complete the appropriate Pension forms and will be enrolled as per the conditions of the Pension Plan Policy.
- a) Reference Appendix "B" (Group Health and Dental Plan) of existing Collective Agreement.
 - b) Employees are currently paying these rates:
 - 1. **Single \$ 45.33 per month at accelerated rate over 8 months.**
 - 2. **Family \$118.58 per month at accelerated rate over 8 months.**
 - c) It is understood that these rates may change during the life of this collective agreement upon notification from the University.
 - d) Employees who reach the age of fifty-five (55) and have completed twenty-five (25) years of service at the date of termination of employment and who take retirement through the defined Benefit Pension Plan for employees of Sodexo Canada will be allowed to continue to participate in the Group Health Plan until reaching the age of sixty-five (65) in the same manner as permanent employees. Employees can arrange a satisfactory reimbursement of required contributions with the Employer.
 - e) The Employer will provide to its employees any changes negotiated to the university's Medavie Blue Cross Benefit Package or any other agreed to carrier.
 - f) **If an employee becomes deceased while employed, their designated beneficiary shall receive all remaining payable benefits from the employee's vacation bank earned. Sick days would also be paid out up to a maximum of 20 accrued days.**

18.02 The Employer agrees to a Tuition Aid Plan for employees based on the following provisions:

- a) Children of permanent full-time employees - After three (3) years of continuous service by a mother or father, dependent children are eligible to receive a tuition credit equivalent to one-half (1/2) full time tuition per year. This tuition credit only applies to those children enrolled at St. Francis Xavier University full time (four or more courses) who are in good academic standing for their first undergraduate degree (Bachelor of Education is considered a graduate degree). The tuition credit does not apply to those children enrolled in the summer school or the parttime program.
- b) Spouse of permanent full time employees - After three (3) years of continuous service by an employee, the current spouse will be eligible to receive a tuition credit equivalent to one-half (½) full time tuition per year. This tuition credit only applies to those spouses enrolled at St. Francis Xavier University full time (four or more courses) who are in good academic standing for their first undergraduate degree (Bachelor of Education is considered a graduate degree). The tuition credit does not apply to those spouses enrolled in the summer school or the parttime program.
- c) Permanent full time employees - After three (3) years of continuous service a permanent full time employee would be eligible to receive a credit of one-half (1/2) tuition per credit course offered by St. Francis Xavier University for up to a maximum of two (2) courses per academic year, except for summer school and intersession.
- d) Employees wishing to take advantage of the above noted tuition credits should write to the Personnel Office each year prior to the start of the academic year. The letter should record the following information: department; name of course or degree; year of degree; student ID#. The Personnel Office will advise the employee in writing of approval.

Definition of Eligible Dependents is agreed as follows:

Dependents are defined as your legal spouse (as described below), and unmarried, unemployed dependent children including natural, legally adopted or step-children. Children of a common-law spouse may be covered if they are living with the employee. All dependents must be residents of Canada and be eligible for benefits under the provincial government health care programs in the province of residence in order to be eligible for coverage.

The term “spouse” is defined as a person of the opposite or same sex who is legally married to the employee, or has continuously resided with the employee for not less than one full year having been represented as members of a conjugal relationship (common law). In the event of divorce, legal separation, or discontinuance of cohabitation ("common law" spouse), you may elect to continue membership of the former spouse or to provide notice to Medavie Blue Cross to terminate coverage for the spouse. Medavie Blue Cross will at no time provide coverage for more than one spouse under the same plan.

Dependent children are eligible for benefits if they are less than 21 years of age or, if 21 years of age* but less than 25 years of age**, they must be attending an accredited educational institution, college or university on a full-time basis.*

Unmarried, unemployed children 21 years of age or older qualify if they are dependent upon the employee by reason of a mental or physical disability and became totally disabled prior to attaining age 21 and have been continuously so disabled since that time. Unmarried, unemployed children who became totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age of 25 and have been continuously disabled since that time also qualify as a dependent.

- Benefits cease on December 31st of the year the dependent children turn age 21.
- Benefits cease on December 31st of the year the dependent children turn age 25.

Dependent coverage begins for your eligible dependents on the same date as your coverage, or as soon as they become eligible dependents if added later, provided that dependent benefits were applied for within 31 days of their becoming eligible. If coverage is not applied for within this 31-day period, evidence of health on the dependents may have to be submitted and approved before coverage begins.

Please note this definition for dependents will also apply to the tuition benefit provided to dependents of Sodexo employees as per Article 17.02.

ARTICLE 19 - DURATION

19.01

- a) This Agreement shall remain in full force and effect from **October 1, 2020, to September 30, 2023**, and shall be renewed automatically from year to year thereafter unless one of the parties gives to the other party within sixty (60) days before the expiration date, notice of its intention to terminate or seek amendments to this Agreement.
- b) The Employer shall supply a Collective Agreement to all Union members.

19.02 Within ten (10) calendar days after the receipt of notice, or such other time mutually agreed upon, both parties shall meet for the purpose of negotiating amendments to this Agreement. During the negotiating period, and until a new contract is signed, this Agreement shall remain in full force and effect.

19.03 This Agreement shall be binding upon the Employer, its successors and assigns.

IN WITNESS WHEREOF the Employer and the Union hereby duly execute this Agreement by the respective signatures of their duly authorized officers and representatives.

Dated this 28th of April, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Kathy Adams

Asterling DeYoung

Jane DeCoste

Tom King

Alvin Wallace

Gene Smith

Angus Mc Ginty

Philip Roth

Robert Brown

LETTER OF UNDERSTANDING #1
- BETWEEN -
Sodexo Canada Ltd.
at St. Francis Xavier University, Antigonish,
Nova Scotia hereinafter referred to as "The Employer", Party of the first part
- AND -
Unifor Local 2107
hereinafter referred to as "the Union", Party of the second part

As discussed and agreed during previous negotiations, the Employer will agree to a reasonable request from the Union to review student labour hours, with reference to Article 2, Section 2.01. It is not the intention of this letter to provide to renegotiate the bargaining unit.

Dated this 28 day of April, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Tom Hurley
General

Philip Roll

Stephen Adams

Asterling DeYoung
Jan DeCoste

Allen Wallace
Angus McFadyen

Paul ...

LETTER OF UNDERSTANDING #2
-BETWEEN-
Sodexo Canada Ltd.
at St. Francis Xavier University, Antigonish, Nova Scotia
hereinafter referred to as "The Employer", Party of the first part
-AND-
Unifor Local 2107
hereinafter referred to as "the Union", Party of the second part

Retired Employees

Employees who have retired may chose to return in a part-time capacity after retirement. They will be paid their rate of pay determined by the classification but are not entitled to any other benefits of the collective agreement nor are they entitled to participate in the benefits plans provided. The employer will give strong consideration to these employees.

Dated this 28 day of April, 2021.

FOR THE EMPLOYER:

Trin Gully

Gene Soudie

Philip Kott

FOR THE UNION:

Wesley Adams

Sterling Deyoung

Jane DeCoste

Allie Wallace

Angus Mac Gilly

Rubén

LETTER OF UNDERSTANDING #3
-BETWEEN-
Sodexo Canada Ltd.
at St. Francis Xavier University, Antigonish, Nova Scotia
hereinafter referred to as "The Employer", Party of the first part
-AND-
Unifor Local 2107
hereinafter referred to as "the Union", Party of the second part

Epidemics and Pandemics

The Company and the Union agree to work together in order to support and assist employees during a declared epidemic or pandemic. Both parties will support and assist the members where needed by leveraging any WCB, Provincial and or Federal sick leave programs available for members who have to self-isolate or become sick due to an Epidemic or Pandemic as a result of working.

The Company and the Union agree that all recall periods of the agreement shall be extended for another twelve (12) months during any epidemic or pandemic unless the affected employee waives such extension in writing.

Dated this 28 day of April, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

Kiri Bergley

Amal Sood

Philip Kott

Clayton Adams

Sterling DeYoung

Jane DeCote

Alvin Wallace

Angus Mac Guire

Robert Brown

APPENDIX “A” – WAGE SCALE

	October 1, 2020		October 1, 2021		October 1, 2022	
CLASSIFICATION	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Skilled Trades -Cook 1 with Red Seal	\$20.84	\$23.07	\$21.94	\$24.17	\$23.14	\$25.37
Cook Class I -Lower Kitchen -Pastry Cook -Classic Cook -Baker -Cold Kitchen Lead	\$18.89	\$21.12	\$19.29	\$21.52	\$19.69	\$21.92
Cook Class II -International Cook -Grill Cook -Cold Kitchen -Bloomfield Deli -Classics Help -Kitchen Help -Pizza Cook -Receiver -Van Driver -Inventory -Take Three Grab and Go -Display Dessert Cook -Dish-Pots	\$16.56	\$19.34	\$16.96	\$19.74	\$17.36	\$20.14
Utility Worker -Janitor -Beverage -Salad Bar -Gathers -Dessert -Cashier/Checker -Black & White -Front of House -Back of House	\$14.22	\$17.73	\$14.62	\$18.13	\$15.02	\$18.53

Note 1: Charge hands will be paid a premium of **seventy-five cents (75¢) per hour** above their scheduled rate.

Note 2: The following grandfathered employee, Sterling DeYoung, employed before October 1, 1988 and currently being paid over scale, will receive increases based on his current rates rather than the contract rates.

Note 3: Second Cooks, including Cook 2 Pizza Cook, to be paid First Cook rate when required for parties, dinners and catering.

Note 4: Employees will receive the grade maximum once they have completed 6 months of active service.

Note 5: Party Cook Premium: All Cook 1 cooks who are designated Party Cooks will be paid **one dollar and fifty cents (\$1.50)** per hour above their contract rate.

Baker, Pastry Cook, and Cold Kitchen Lead will be paid **one dollar (\$1.00)** above their contract rate when working on Party catering preparation.

It is understood that all employees hired following ratification of this agreement will be enrolled with Sodexo Canada Limited's Group Insurance Plan and RSP. Furthermore, the Employer and Union agree that within 6 months of ratification current employees may elect to transition over to Sodexo's Group Insurance plan. If employees do elect to transition ALL existing employees will be required to do so.

APPENDIX "B" - GROUP HEALTH PLAN

Supplementary Hospital

Semi-Private Accommodation - Claims for semi-private accommodation outside Canada will be paid at the full difference between ward and semi-private accommodation charges regardless of where the patient is hospitalized.

Ancillary Services - Services provided by a general hospital in addition to room accommodations, which are medically necessary for the treatment of the patient will have an allowance of up to \$1,000 per hospital admission.

Out-Patient Services - Payment for services outside the Atlantic Provinces will be limited to the level of payments that would have been made had such services been rendered in the Atlantic Provinces.

Extended Health

Private Room Accommodation - The full difference in charges between those for semi-private accommodations and those for private accommodation in a licensed general hospital will be considered as eligible expense.

Private Duty Nursing - Services of a Registered Nurse, V.O.N., R.N.A., or Certified Nursing Assistant approved by your doctor is limited to a maximum eligible expense of \$5,000 in any period of twelve (12) consecutive months.

Diagnostic X-Ray Services

Physiotherapy - Twenty (20) treatments in all, in any twelve (12) consecutive months.

Accidental Dental - Charges for dental treatment when as the result of accidental injury (direct accidental blow to the mouth), natural teeth have been damaged, or fractured or dislocated jaw requires setting, but only if such dental treatment is rendered within 180 days of the accident. Eligible expense will be up to the Nova Scotia Dental Society's Fee Guide.

Oxygen

Ostomy Supplies

Prosthetic Appliances - Charges for crutches, splints, casts, trusses, braces, rental of wheelchairs, iron lung, hospital type bed.

Professional Ambulance

Eye Glasses - Charges for eye glasses, i.e. lenses and frames (including contact lenses) up to a total expense of \$55 per 24 months (12 month period for persons under 18), of which the maximum eligible expense for frames is limited to \$15 per person.

Hearing Aids - Charges up to a total eligible expense of \$250 for any participant in any seven (7) year period.

Orthopedic Shoes - Maximum eligible expense of \$40 per 12 month period.

Prescription Drugs

The Plan pays the full cost of a member pharmacy's usual, customary and reasonable charges after the employee makes a co-payment of five dollars (\$5.00) for each prescription.

APPENDIX "C"

ST. FRANCIS XAVIER UNIVERSITY

ATTENDING PHYSICIAN'S STATEMENT ON EMPLOYEE SICKNESS

YOU MAY MAIL THIS FORM DIRECTLY TO:

Director of Food Services
St. Francis Xavier University
PO Box 5000
Antigonish, NS B2G 2W5

I hereby authorize the release to my employer of any information requested on this form.

Date: _____ Signature of Patient: _____

The purpose of completing this form is to assist in the safe and timely return to work process for the employee.

The patient is responsible for the securing of this form and returning it to their supervisor in order to obtain university sick pay and/or leave. Any claim may be unnecessarily delayed if this certification is not properly submitted.

TO PHYSICIANS: PLEASE NOTE

This form may be mailed directly to the employer or given to the patient at the physician's discretion.

1. On what date did the illness begin? _____

- | | YES | NO |
|--|--------------------------|--------------------------|
| 2. Was this patient treated for an infectious disease? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the patient now free from infection and able to return to work? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the patient suffering from a chronic or recurring problem? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there any limitations on their ability to perform regular job/duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Please comment on any physical limitations arising from this condition, including such activities as: | | |

Lifting _____

Walking _____

Standing _____

Kneeling _____

Sitting _____

Repetitive Movements _____

Carrying _____

7. Please outline any cognitive or psychiatric limitations arising from this condition as they relate to activities such as the following that the employer should be aware.

Understanding and memory _____

Sustained concentration _____

Social interaction _____

Ability to work to deadlines _____

Ability to accommodate change _____

8. When will the patient be able to return to work? _____

9. Additional information on the patient's condition or medical circumstances which might affect the duration of this incapacity.

FOR HOSPITAL STAY EMPLOYEES ONLY

	DD	MM	YY
1. Date of First Visit			
2. Additional Visit(s)			
3. Hospitalized			
4. Surgery			
** PATIENT HAS BEEN UNABLE TO WORK SINCE			
** PATIENT IS EXPECTED TO RETURN TO WORK			

Name of Physician: _____

Address of Physician: _____

Telephone Number: _____ Date: _____

Signature of Physician: _____

APPENDIX D"

Sodexo Canada Ltd.

And

Unifor Local 2107

NON-DISCRIMINATION HARASSEMENT POLICY

1. Both the Employer and the Union are committed to providing a workplace free of discrimination and harassment. Employees must not engage in discrimination or harassment because of prohibited grounds contrary to the Nova Scotia Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code.
2. The Union and the Employer recognize that sexual or racial harassment is a cruel and destructive behaviour against others that can have devastating effects.
 - (a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
 - (b) Racial harassment is any action, whether verbal or physical, that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
3. **Complaint and Investigation Procedure**
 - (a) If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may bring the incident forming the basis of the complaint to the attention of their supervisor and/or union representative. In minor cases, not involving repeat incidents, the Employer and the Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Employer. If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit their complaint in writing to the Joint Committee.

- (b) The Joint Committee will be comprised of one representative selected by the Employer and one representative selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.
- (c) The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if he/she so wishes, have Union representation present during the interview.
- (d) It is the intention of the Union and the Employer that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- (e) In conducting the joint investigation, both the Union and the Employer shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Employer and the Union.
- (f) Upon completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Food Service Director and the Unit Chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.
- (g) The Food Service Director and the Unit Chairperson will then attempt to agree on what action if any (other than discipline) should be taken as a result of the complaint and the findings of the Joint Committee. Any agreed action will then be implemented.
- (h) If there is no agreement, the Employer reserves the right to take such action as deems appropriate, subject to the Collective Agreement.
- (i) In the event the complaint remains unresolved and a violation of the Collective Agreement is alleged, the matter may be considered as a grievance beginning at step 2(b) of the grievance procedure.

- (j) An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such cases, the complainant advises the supervisor who, in turn, advises the Union representative.
- (k) The complainant details the complaint in a written statement with the Union representative and/or supervisor.
- (l) The Food Service Director and the Unit Chairperson are notified and they refer the matter to the Joint Committee. The Joint Committee will then proceed as in clause (b) through (i) above.
- (m) The complainant is reassigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and management agree that an extension is necessary.

This Article is not intended to restrict any employee's rights under the Nova Scotia Human Rights Code.

APPENDIX "E"



HR: EMPLOYEE RELATIONS

CP-209 WORKPLACE VIOLENCE

The date when this policy is posted to the online Company Policy Manual and communicated to all business lines: **April 12, 2013**

TOPIC TITLE: Workplace Violence

POLICY OWNER: Chief Human Resource Officer

PURPOSE: The Company is committed to creating a safe and positive work environment and will not tolerate any work-related threatening or violent behavior by employees, whether or not on Company or Company-controlled property. The Company takes a "zero-tolerance" approach to acts of workplace violence. Any act or threat of violence will be taken seriously and investigated immediately by the Company.

SCOPE: All employees of the Company. This policy is subject to all terms and conditions of the Company Policy Manual.

POLICY:

Any employee who engages in threatening or violent behavior toward a fellow employee, a customer, or any other person is subject to immediate termination of employment.

The Company has adopted policies prohibiting the following behaviors that may lead to violent conduct:

- Possessing or consuming illegal drugs or alcoholic beverages on Company/Client premises;
- Working while under the influence of alcohol or illegal drugs;
- Possessing a dangerous weapon on Company/Client premises;
- Fighting, hitting, or otherwise committing violence towards another employee;
- Harassing another employee; and
- Engaging in threatening conduct towards another employee

HR: EMPLOYEE RELATIONS CP-209 WORKPLACE VIOLENCE
CP 209

CONFIDENTIAL AND PROPRIETARY TO SODEXO

Examples of Violent Behavior

While it is not possible to list all those circumstances that constitute threatening and violent behavior, the following are some examples of behavior that violate this policy:

- Use of threatening, intimidating, or abusive language and/or gestures;
- Use or possession of firearms, explosives, stun guns, or any other type of weapons on Company or client property unless such a restriction is prohibited by law;
- Stalking of employees or customers;
- Workplace sabotage;
- Physical attack of any employee or customer;
- Throwing objects; and/or
- Verbal threats to harm another individual or destroy property.

Reporting of Actual or Potential Violence

Any employee who observes or otherwise knows about any actual or potential acts of violence should immediately contact:

- The employee's manager or supervisor;
- Client Security Department personnel, if available, at the account or in the facility;
- Sodexo Corporate Security; and
- Human Resources representative.
A Human Resources representative or a designated representative will conduct a prompt investigation of the complaint or situation. The investigation may include, but is not necessarily limited to, interviews with:
 - The employee who reported the incident;
 - The person or persons against whom the complaint was made; and
 - Other persons who may have knowledge of the actual or potential act of violence.

In all cases, the complaint and the investigation will be handled as confidentially as possible; the only individuals with whom information may be shared during an investigation will be those persons who are directly involved and others with a clear need to know. The Company will not retaliate against anyone who in good faith reports, or cooperates in an investigation of, possible workplace violence.

Constructive Counseling Action

If an investigation confirms the occurrence of threatening or violent behavior, the manager and Human Resources representative will determine what action is appropriate. Significant threats or acts of violence will ordinarily result in immediate termination of employment. In situations where it is found appropriate to do so, an individual who violates this policy may be required to obtain counseling or other available assistance. When actual or potential violent conduct cannot be verified after investigation, the manager or investigator will at least remind the alleged offender of the Company's strict policy against workplace violence including the consequences for its violation. Employees who fail to comply with this policy may be subject to constructive counseling (as more fully described in CP-220) up to and including termination of employment.

RESPONSIBILITIES:

Employee: Employees are required to be familiar with and comply with this policy. The Company expects employees to report actual or potential violence to their supervisor immediately as described in this policy.

Management: It is the manager's responsibility to:

- Be familiar with this policy as well as the Company Safety Policy Manual;
- Take any acts or threats of violence seriously and cooperate fully in the timely investigation and resolution of such incidents;
- Follow instructions outlined in the Company Safety Policy Manual – Responding to Workplace Violence on what to do before, during and after an instance of workplace violence; and
- Be prepared to discuss with employees the serious nature of threats and violence, and their possible consequences.

It is also the responsibility of managers to ensure there are no retaliatory actions as a consequence of an employee reporting any possible violation of policy.

Human Resources: Human Resources representatives are responsible for being familiar with this policy in order to provide appropriate guidance and to take appropriate action when violations of policy are reported.

Sodexo will not retaliate against anyone who in good faith reports or cooperates in an investigation of possible workplace violence. If an investigation confirms threatening or violent behavior has occurred, the manager and Sodexo Human Resources representative will determine what action is appropriate. Significant threats or acts of violence will ordinarily result in termination of employment. In certain situations, individuals who violate this policy may be required to obtain counseling or other available assistance to remain employed.