

COLLECTIVE AGREEMENT

BETWEEN

SODEXO
(AT 15 WING MOOSE JAW)

AND

PUBLIC SERVICE ALLIANCE OF CANADA
(LOCAL 40807)

Expiry Date - June 30, 2022

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this collective agreement is to maintain a mutually beneficial relationship between the Employer, the Employees and the Alliance, and to set forth the terms and conditions of employment as agreed through collective bargaining.
- 1.02 The parties are agreed that in accordance with the general purpose of this agreement it is mutually advantageous that the Employer operates in an efficient and profitable manner under methods which will further, to the fullest extent possible, the level of service to the client, the economy of operation, the quality of output, the safety of Employees, the cleanliness of the premises and the protection Of property.
- 1.03 This agreement is designed specifically to provide an orderly collective bargaining relationship between the Employer and the Employees who are subject to the provisions of this collective agreement, including the timely and fair disposition of grievances. Furthermore, it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of the agreement shall not be condoned by either of the parties signatory hereto,
- 1.04 It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes respect and dignity in the workplace.

ARTICLE 2 - DEFINITIONS

2.01 For the Purpose of this Agreement

- a) "Alliance" means the Public Service Alliance of Canada
- b) "Bargaining Unit" means all Employees of Sodexo MS Canada Limited at the 15 Wing site in Moose Jaw, Saskatchewan except the Director of Support Services, Custodial manager, Production Manager and Office manager.
- c) "Banked overtime leave" — means leave with pay in lieu of cash payment for overtime. The duration for such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.

- d) "Continuous Employment" for the purpose of vacation leave Article 20 is defined as all employment from the last date of hire with the Department of National Defense prior to June 12, 1998, Food Services and July 1, 1998,

Custodial, as well as employment at any Other predecessor organization as at January 31, 2007 as well as employment with the Employer.

- e) "Days of rest" means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his or her position other than by reason of the Employee being on leave.

- f) "Employee" means a person so defined in the Saskatchewan Employment Act. Employee is further defined as:

"casual" means Employees hired from time to time to cover the work of full-time or part-time Employees who are on leave, (vacation, injury, personal, sick, etc, either paid or unpaid) or for short term assignments or special events, **not to exceed 90 business days within a calendar year.**

- (ii) "full-time" means Employees who are regularly scheduled to work 37.5 hours per week.

- (iii) "part-time" means Employees who are regularly scheduled to work less than full-time hours.

- g) "Employee" or "Employees as used in this agreement shall include, only the Classification of Employees set forth in Schedule A, and shall not be construed to include any other Employees of the Employer employed in other divisions, branches or components.

- h) "Employer" means SODEXO MS CANADA LIMITED at 15 Wing Moose Jaw.

- i) "Grievance" means any difference, dispute or complaint arising from the interpretations administration, application or alleged violation of this collective agreement. (Art 18.02).

- j) "Immediate family" means spouse, mother, father, step-father, step-mother, brother, sister, step-brother, step-sister, son or daughter, grandparents, grandchildren or someone with whom, they have an equivalent relationship.
- k) "Leave" means authorized absence from duty by an Employee during his or her regular or normal hours of work.
- l) "Student" shall be defined as those Employees in the bargaining unit who are attending high school, college or university full time and are employed during the school vacation period and/or those who are employed during the school year.
- m) "Vacation year" means from July 1 to June 30 of the following year.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, powers and authority to manage its working forces. Without restricting the generality of the foregoing, such rights shall include the right to:

- a) Maintain order, efficiency and discipline.
- b) Hire, retire, discharge, transfer, classify, promote or discipline Employees.
- c) Generally manage the industrial enterprise in which the Employer is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating and control of materials or goods to be used.
- d) Make and alter, from time to time, rules and regulations governing the conduct of Employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this agreement.

3.02 The rights set forth in this Article and those otherwise retained by Management shall be exercised in conformity with the provisions of this

collective agreement in a manner that is fair, reasonable and consistent. Any alleged violation of this provision may be subject to a grievance.

ARTICLE 4 - SCOPE AND RECOGNITION

4.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all Employees of SODEXO CANADA LIMITED engaged in food services and custodial services at the 15 Wing site in Moose Jaw, Saskatchewan except the Director of Support Services, Custodial manager, Production Manager and Office manager.

BARGAINING UNIT WORK

4.02 Employees not covered by the terms of this collective agreement will not perform duties normally assigned to bargaining unit employees except:

- a) In an emergency.
- b) Where no qualified or an insufficient number of qualified bargaining unit employees are available to perform the work required.
- c) Where the task presents a significant safety and health risk for employees.
- d) Special events when willing and qualified bargaining unit employees are not available.

Such situations will not result in the displacement of bargaining unit Employee(s) or result in a reduction of normally scheduled hours for Employees.

4.03 Employees not covered by the terms of this collective agreement will not perform duties normally assigned to those Employees who are covered except in emergent situations where there is a shortage of available workers; where the task requires specific training and/or equipment; presents a significant safety and health risk for Employees and for special events when bargaining unit Employees who are willing and qualified are not available.

Such situations will not result in the displacement of bargaining unit Employees or result in a reduction of normally scheduled hours for Employees.

- 4.04 NO Employee shall be required or permitted to make any agreements with the Employer, or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay Of all Employees in the bargaining unit. All Employees must become and remain members in good standing of the Union. For new Employees, membership shall commence on the initial date of employment.
- 5.02 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 5.03 For the purpose of applying this Article, deductions from pay for each Employee in respect of each month will start with the first full month to the extent that earnings are available.
- 5.04 The Alliance shall inform the Employer in writing Of the authorized monthly deduction to be checked off for each Employee.
- 5.05 The amounts deducted in accordance with Article 4.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each Employees and the deductions made on the Employee's behalf.
- 5.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 5.07 The Union representative will be provided up to thirty (30) minutes during working hours to meet with new Employees during orientation on the first day of work to provide them with a Collective Agreement and Union information and to advise them of their rights.

- 5.08 The Alliance agrees to print the new Collective Agreements and the Employer agrees to share equally the cost of the printing. The Employer agrees to supply each Employee with a copy within one week of receipt of printed copies of the new Collective Agreement.

Any copies remaining after the initial distribution shall be held by the Union to be distributed to each new Employee on their first day of work. If at any time during the life of the agreement, the supply of printed copies is exhausted, the Employer shall contact the PSAC to arrange for printing of additional copies. The cost of any additional printing shall be shared equally between the Employer and the PSAC.

ARTICLE 6 - EMPLOYEE REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) Employees as representatives, at least one of which must be from custodial and food services.
- 6.02 The Union shall notify the Employer in writing the name and jurisdiction of its representatives and will inform the Employer of any revision to the list that may be made from time to time.
- 6.03 A representative(s) shall obtain the permission of their immediate supervisor before leaving work to investigate Employee complaints, or process a grievance, or attend a meeting called by the Employer, during working hours. Such permission will not be unreasonably withheld.
- 6.04 The Employer agrees that, given reasonable notice by the Union, a designated representative of the Union shall be permitted access to unrestricted premises of the Employer to assist in the resolution of a complaint or grievance and to attend meetings called by management. It is understood that access to both restricted and unrestricted areas may be denied by the Department of National Defense and/or Bombardier.
- 6.05 An Employee representative shall not suffer any loss of pay when permitted to leave his or her work under paragraph 5.03. The Employer may limit the time spent in the servicing of a grievance if it deems the time taken to be excessive.
- 6.06 The parties agree that where possible, the Employee representative(s) will conduct union business outside of working hours so as to minimize disruption to the workplace.

6.07 The Employer shall ensure that new Employees are introduced to a representative of the Local or the Alliance if available on their first day of work.

ARTICLE 7 - BULLETIN BOARDS

7.01 The Employer agrees to provide a bulletin board for official union postings. Postings of notices shall require prior approval of the Employer, except notices related to regarding Alliance meetings, the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 8 - UNION LEAVE WITHOUT PAY

GENERAL

Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Agreement. Where leave without pay is granted, except for leave granted under Article 8.04, Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the Union for the cost of lost wages.

COLLECTIVE BARGAINING

8.01 a) The Employer shall grant leave with pay for up to a maximum of nine (9) days total for the negotiation committee composed of up to a maximum of three (3) Employees to represent the Union in collective bargaining. Any additional days over and above the nine (9) days will be charged to the

Union. Such leave shall be granted for the purpose of attending negotiations with the Employer and shall not be subject to any overtime.

b) One day of leave with pay shall be granted for the purpose of attending meetings in preparation for collective bargaining, and for the purpose of travel to and from negotiations. If required, one additional day Of leave without pay shall also be granted. All travel, meal and other personal expenses incurred in both preparing for and attending at negotiations shall be the

responsibility of the union and not compensable by the Employer. The Employees shall have their regular salary undisrupted during such leave and the Employer shall invoice the union for the cost of lost wages.

OTHER UNION LEAVE

8.02 The Employer will, operational requirements permitting, grant leave without pay for up to two (2) employees selected to attend executive council meetings and conventions of the Union, conventions of the Canadian Labour Congress and conventions of Provincial Federation of Labour.

8.03 The Employer will, operational requirements permitting, grant up to two (2) employees from each of kitchen and custodial, leave without pay to undertake union sponsored training. More than two (2) employees from each kitchen and custodial, may be granted leave if sufficient advance notice is given and if agreed to by the employer.

8.04 An employee who has been elected or appointed to a full-time office of the Union shall be entitled to leave without pay for the period during which he/she is elected or appointed to hold office.

8.05 An Employee who returns to work with the Employer after a period of leave without pay granted under this provision shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to his/her former classification and if practicable, his/her former position.

8.06 The Employer will grant leave without pay to an employee who is:

- (a) To attend the arbitration,
- (b) The employee representative to attend to arbitration.

ARTICLE 9 - JOINT CONSULTATION

9.01 The Parties acknowledge the mutual benefits to be derived from joint consultation, and agree to form a Labour Management Committee for the purpose of reaching agreement on matters of common interest.

9.02 The committee shall consist of a maximum two (2) Employee members and two (2) Employer members (unless otherwise agreed by the parties providing representation is equal from both parties). Meetings will be scheduled at least every two months, or more frequently if needed. Where possible, if a meeting is cancelled, it shall be rescheduled within two (2) weeks of the original scheduled date. It is understood that the PSAC Regional Representative may attend the meetings with one (1) week prior notice.

9.03 Committee minutes shall be signed off by the Employer and the Union within fourteen (14) calendar days of each meeting and immediately thereafter may be circulated to the membership,

9.04 The Committee will not have authority to amend or alter the Collective Agreement or to deal with grievances.

9.05 The parties to this agreement shall consult meaningfully in accordance with Appendix B - Union-Management Consultation Committee Terms of Reference about contemplated changes in conditions of employment or working conditions not covered by this agreement.

ARTICLE 10 - OCCUPATIONAL HEALTH AND SAFETY

10.01 The Parties recognize the importance of health and safety in the workplace. The Employer agrees to make responsible provisions for safety and health of the Employees.

10.02 In addition to the articles in this agreement, the Employee has the full protection of the Occupational Safety and Health Act and the Employer's Occupational Health and Safety Policy.

10.03 Joint Health and Safety Committee meetings shall be scheduled on a monthly basis. Employee committee members shall be paid for attendance at committee meetings.

10.04 The Parties agree that violence in the workplace is not acceptable. Incidents will be handled in accordance with SODEXO's policy on Workplace Violence.

10.05 Any individual involved in an incident or accident at the workplace will be provided copies of Workers Compensation Board report.

ARTICLE 11 - NO DISCRIMINATION OR HARASSMENT

11.01 There shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

The provisions of this article shall be interpreted and applied in a manner consistent with applicable human rights legislation.

Both the Employer and the Union agree to abide by the Saskatchewan Human Rights Code as amended from time to time.

There shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted,

11.02 Grievances under this article will be handled with all possible confidentiality and dispatch. Under this article, any step of the grievance procedure may be waived if the person hearing a grievance is the subject of the complaint.

11.03 The Employer and Union agree that discrimination and harassment in the workplace is unacceptable. Complaints and alleged incidents will be handled through the Employer's policies that govern a harassment free workplace, promise of respect and fair treatment, the Human Rights policy and any other relevant policy.

ARTICLE 12 - JOB POSTINGS

12.01 The Employer shall post all vacancies and newly created positions in the Bargaining Unit when it is necessary as determined by the Employer. The Employer will post the notice for a minimum of seven (7) working days.

- 12.02 The job positing shall include the job title, description of duties, the requirements for the job and the rate of pay. The Employer agrees to post current job descriptions in each work area. Any substantive changes in duties will be updated and a copy will be provided to the Union.
- 12.03 The basis the Employer shall use in selecting the successful candidate is employment records, qualifications, skill(s), ability, efficiency and competency for the job required. When two (2) or more Employees have comparable employment records, qualifications, skill(s), ability, efficiency and competence to do the job required, then seniority will be the governing factor in making the selection. Employees shall not require the approval Of their Manager to apply for any position within the bargaining unit.
- 12.04 Candidates shall be advised of the results of the staffing process and the name of the successful candidate will be posted, within one (1) week of the result of the competition. If requested, unsuccessful candidates will be advised of the reason they were not successful in bidding for the job.
- 12.05 All staffing actions by the Employer under this article will be done in a fair and reasonable manner.
- 12.06 Temporary vacancies of ninety (90) days or greater shall be posted subject to the provisions of Article 12.

ARTICLE 13 - PROBATION

- 13.01 A newly hired Employee will be considered on probation until after the completion of sixty (60) worked days in a six-month period. Should an Employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the Employee was absent from work.
- 13.02 During the probationary period, Employee(s) shall be entitled to all rights and benefits of this agreement.
- 13.03 The Employee will be given written notification of the successful completion of his/her probation period. A copy of the notice will be provided to the union.

13.04 At the sole discretion of the Employer, the newly hired Employee may have his/her employment terminated for just cause if he/she is found to be unsuitable for continuing employment. Should the Employer decide to terminate the Employee, the Employee will be given the reasons in writing.

13.05 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.

ARTICLE 14 - STAFF TRAINING

14.01 If an Employee is requested to attend an educational course or seminar by their Manager, the Employer will pay the full cost of the training on Employer time.

14.02 All regular full-time Employees are eligible to apply for the Employer's Educational Assistance Program after completing one (1) year of continuous service. The program of study must be authorized by the Employee's manager and District Manager prior to the commencement of the program.

14.03 The Employer shall provide an orientation for new Employees including WHMIS training, safety training and orientation to the Employee's job duties, within six (6) months of commencing work.

14.04 All new Employees will be allowed to job shadow an experienced Employee for a minimum one day and where necessary up to three (3) days.

ARTICLE 15 - SENIORITY

15.01 Seniority shall be bargaining unit wide by classification.

15.02 An Employee's seniority shall be that period of continuous service in their classification, in the bargaining unit from the last date of hire with the Employer.

When two or more Employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

- a) The Employee who commenced work at the earliest hour of the day shall be senior.
- b) If (a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned Employees on paper in a container and then selected at random by concerned Employees in the presence of a representative of the Alliance.

15.03 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer:

- a) By voluntarily leaving the employ of the Employer.
- b) If an Employee is terminated and not reinstated pursuant to the grievance and arbitration procedure as provided in this contract.
- c) If an Employee has been laid off and fails to reply to a recall notice, within five (5) days of notification by registered mail or courier sent to the Employee's last known address. It shall be the Employee's responsibility to keep the Employer informed of any change in the Employee's address.
- d) If any Employee overstays a leave of absence granted by the Employer without securing a written extension of such leave of absence, unless the extension is due to circumstances beyond the control of the Employee, whereupon the Employee must notify the Employer in writing of the circumstances and the probable return date.
- e) If an Employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
- f) If an Employee is absent from work for three (3) or more consecutive days without notification to the Employer, unless failure is a result of circumstances beyond the control of the Employee;
- g) If an Employee is laid off and not recalled within nine (9) months from the day of layoff.
- h) If an Employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced and where there is no reasonable expectation that the Employee will return to work in the foreseeable future. This clause shall be interpreted in a manner consistent with the provisions of the Saskatchewan Human Rights Code.

- i) If an Employee is absent due to occupational illness or accident for a period of twenty-four (24) months from the date the accident occurred or the illness commenced and where there is no reasonable expectation that the Employee will return to work the foreseeable future. This clause shall be interpreted in a manner consistent with the provisions of the Saskatchewan Human Rights Code.
- j) If an Employee is retired in accordance with Employer policy.

15.04 Seniority, qualifications and the ability to perform the work required shall be the governing factors in temporary assignments between classifications and non-disciplinary demotions.

15.05 The seniority list shall include all Employees in the bargaining unit. An updated seniority list will be provided to the Union on January 1, May 1 and September 1 of each year. The Employer will prominently display the current up to date seniority list in each work area.

Any errors in the seniority list shall be corrected and the new seniority lists shall be posted within fifteen (15) days. Within fifteen (15) calendar days of the posting the seniority list and providing no objections have been raised by the Employees or Union, the list shall be deemed accurate.

ARTICLE 16 - LAYOFF AND RECALL

16.01 Where there is a need for a permanent reduction in the work force, the Employee(s) affected will be given as much written notice as possible and as required by law, but in no case less than fourteen (14) calendar days, with a copy to the Union. If notice is not given as required, Employees will receive pay in lieu of the notice period or portion thereof.

16.02 Where there is a reduction in the workforce, the Employee(s) with the least seniority in their classification, shall be laid off first, provided the Employee(s) retained on this basis have the qualifications, skill(s), and ability and are competent to do the remaining work.

16.03 Recall of Employee(s) on lay-off shall be in inverse order of lay-off, by classification. Where there is no laid off Employees in that classification but there are Employee(s) on the recall list from other classifications, the Employee(s) will be recalled if they are qualified or could become qualified with nominal training.

- 16.04 The duration of the right of recall and notice of recall are outlined in Article 15.03 (c) and (g) of the Seniority Article.

ARTICLE 17 - SUSPENSIONS AND DISCIPLINE

- 17.01 The Employer recognizes the principle of progressive discipline. Depending on the gravity of the offence, the types of disciplinary action normally to be considered in a progressive manner shall be:

Coaching;

Oral reprimand;

Written
reprimand;

Suspension;

Dismissal

- 17.02 When an Employee is disciplined or discharged, the Employer shall provide the Employee with written notice of the discipline or termination. The Union will be provided with a copy of the notice.
- 17.03 The Employee(s) shall be advised of his/her right to have a Union representative of his or her choice present at any disciplinary meeting.
- 17.04 An Employee shall have access to his/her personnel file with forty-eight (48) hours notice. It shall be reviewed in the office only.
- 17.05 An Employee who is subject to disciplinary action may after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, may request in writing that his personnel file be expunged of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any similar record of disciplinary action, during that twenty four (24) month period. Discipline relating to a serious breach of Client policy or Military policy shall remain on the Employee's file permanently, and shall not be subject to this provision.

ARTICLE 18 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 18.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer providing that such other employment does not impact the Employees performance of her work for the Employer.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Collective Agreement recognize the desirability for the prompt resolution of complaints through the grievance process.
- 19.02 A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application or alleged violation of this collective agreement.
- 19.03 A grievance will be submitted to the Employer within ten (10) working days of the event in question, or ten (10) working days from the time the Employee or Union should reasonably have known of the occurrence of the event upon which the grievance is based.
- 19.04 A grievance must be submitted in writing to the Employer by the Union or Employee and must clearly indicate that it is a grievance, the basis for the grievance and any redress requested.
- 19.05 The parties agree to follow each of the steps in the processing of the grievance; the time limits set out in the grievance procedure are mandatory, and if at any step the Employer's representative fails to give his written answer within the time limit herein set forth, the Union or Employee may transmit the grievance to the next level. If the Employee fails to comply with the time limits set forth for their part of the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may with the prior agreement of the other party, extend the time limits set out in the grievance procedure or skip a level, except for the third level.
- 19.06 Employee(s) shall have the right to be represented at any step of the grievance procedure. The Union shall be provided an opportunity to present evidence and make representations at each level of the grievance procedure.

- 19.07 An Employee who has completed his/her probationary period and has been terminated from his/her employment, may submit a grievance, within ten (10) working days, after the Employee ceases to work for the Employer, directly to the second level of the grievance procedure.
- 19.08 The Employer and Union agree that probationary Employees are held to a higher standard than would justify the dismissal of a non-probationary Employee. The Employer will not exercise its discretion in a manner which is arbitrary, discriminatory, or in bad faith. A probationary Employee, who is terminated, may submit a grievance within ten (10) working days, after the Employee ceases to work for the Employer, directly to the second level of the grievance procedure.
- 19.09 The Employer shall designate a representative at each level of the grievance procedure and shall inform the union in writing on an annual basis, or as required of the name and title of the person designated at each level. The Employer is only required to recognize those Union and Employee representatives who the Union has given written notice of to the Employer.
- 19.10 The Employee(s) shall be advised of their right to have an Employee representative present at any step of the grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

Complaint Phase

The Employer and the Union recognize the value of workplace discussions between employees and their supervisors involving complaints arising as a result of a difference in interpretation or application of the collective agreement or other issues. Where appropriate and possible the employee will discuss issues arising with their direct supervisor and seek a resolution to any workplace issues. **When an Employee files a complaint under this article, it is understood that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits. The employer must respond to a request to access the complaint phase within ten days. Should the employer fail to respond to the Employees request within ten days,**

The Employee may then be assisted by the Union to file a formal grievance. The Employer shall respond to the Employee within ten (10) working days of the meeting.

The first level grievance shall be heard by the Director of Support Services or designate. Within ten (10) working days of receipt of the grievance transmittal, the Employer representative shall provide a written decision to the Employee(s) and the Union representative.

If the grievance is not satisfactorily settled under Step 1, the Employee(s) or Union representative may, within ten (10) working days of receipt of the Employer's decision, transmit in writing, the grievance to the next level of the grievance process.

Step 2

The second level grievance shall be heard by the District Manager or designate. Within ten (10) working days of receipt of the grievance transmittal, the Employer representative shall provide a written decision to the Employee(s) and Union representative. These timelines may be extended by mutual consent.

In calculating the ten (10) day period referred to in "Steps of the Grievance Procedure", only days during which the Employee(s) is/are scheduled at work shall be counted. In no event, shall this period exceed fourteen (14) calendar days.

ARBITRATION

The request for arbitration must be in writing and made within forty five (45) calendar days of receipt of the Step 3 decision from the Employer.

The parties agree that a mutually agreed upon Arbitrator shall hear the grievance and will have all the powers contained in this Agreement and those contained in the Saskatchewan Trade Union Act. The Arbitrator shall have no authority to make any decision inconsistent with the provisions of this agreement, nor alter, modify or amend any part of this

agreement, nor add or subtract from this agreement, but shall base their decision on the contractual rights of the parties as disclosed by this agreement. In the case of discharge or discipline, the Arbitrator has the power to substitute such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits.

This document is for Local Executive reference only until the signed agreement is available.

The parties shall make every reasonable effort to agree on the selection of an Arbitrator within fourteen (14) working days from the date that written request for arbitration has been received by the other party. If the parties fail to agree on an Arbitrator, either party may request the Minister of Labour for Saskatchewan to make an appointment.

The Arbitrator shall hear the grievance as soon as possible and render a decision within a reasonable period of time. The decision of the Arbitrator shall be final and binding on the parties.

Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 Full time employees who are not required to work on any of the following days shall receive a normal days payment at their regular straight time hourly rate for the celebration of the holidays listed hereunder:

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Boxing Day
Victoria Day	Remembrance Day	
Canada Day	1st Monday in August	
One additional day	Family Day	
when proclaimed by an		
act of parliament as a		
national holiday		

In calculating statutory holiday pay for part time and casual employees who do not work on the statutory holiday, the Employer will pay each Employee an amount equal to the total wages earned by the employee in the four weeks preceding the holiday (excluding overtime, but inclusive of vacation pay), divided by 20.

20.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one-half (1-1/2) their regular straight time hourly rate for the hours they work on the holiday.

20.03 Should any paid holiday occur during an Employee's annual vacation, the Employee has the option to extend their vacation by the number of statutory holidays occurring, or to use the statutory holiday in place of vacation days.

20.04 In no event will an Employee who has been laid off for lack of work receive payment for any holiday which occurs during the period of layoff.

20.05 The Parties agree that other religious and culturally significant days may be substituted for any of the designated paid holidays in 20.01. Employees, who wish to substitute another holiday for one of the days listed above, must request the substitution in writing and in advance.

20.06 Where operational requirements permit, the Employer shall not schedule an Employee to work both December 25 and January 1 in the same holiday season.

ARTICLE 21- VACATION LEAVE WITH PAY

21.01 The vacation year shall be from July 1st to June 30th, inclusive.

21.02 Employee(s) shall accrue vacation pay and be entitled to annual vacation as follows:

- a) less than eight (8) years of service, six (6) percent of gross earnings; an annual leave of three (3) weeks;
- b) after eight (8) years of service up to and including the completing of fifteen (15) years of service, eight (8) percent of gross earnings; an annual leave of four (4) weeks;
- c) after fourteen (14) years of service, ten (10) percent of gross earnings; an annual leave of five (5) weeks.
- (d) after twenty-four (24) years of service, twelve (12) percent of gross earnings; an annual leave of six (6) weeks.**

21.03 For the purpose of vacation leave, continuous employment is defined as all employment from the last date of hire with the Department of National Defense prior to June 12, 1998, Food Services and July 1, 1998,

Housekeeping, as well as employment at any other predecessor organization as at January 31, 2007 and with the current Employer.

21.04 Employees shall be entitled to annual vacation after six (6) months of employment.

21.05 Scheduling of Vacation Leave with Pay — the vacation year will commence July 1st in each year and will end on June 30th of the following year.

- a) Employees shall submit their vacation requests in writing between April 1st to April 15th. On May 15th of each year the Employer will post the approved vacation schedule. The Employer will allocate vacation requests according to seniority and the operational needs. A copy of the confirmed vacation requests will be given to the Employee.
- b) Applications made after April 15th of each calendar year will be given preference on a "first-come, first-served basis", regardless of seniority. The Employer, within five (5) working days of receiving such notice shall provide the Employee written notice of approval or denial of a request for vacation leave with pay. **Within this written notice it will also give the reason for denial.**
- c) The Employer will make every reasonable effort not to cancel a period of vacation leave with pay which has been previously approved in writing unless in case of an emergency. Where the Employer finds it necessary to restrict approved vacation leave with pay in whole or part, the Employee shall be entitled to take the leave at another time. Upon submission of documentary evidence, any non-recoverable financial commitments will be reimbursed to the Employee.
- d) The Employer shall provide the Employee written notice of cancellation of vacation leave with pay not less than ten (10) working days notice prior to the commencement of such leave. **The written notice will include a reason for the cancellation of vacation leave.**

21.06 Displacement of Vacation Leave

Where in respect of any period of vacation leave, an Employee:

- a) Is granted bereavement leave, or
- b) Is hospitalized and is granted sick leave with pay;

the period of vacation leave with pay so displaced shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated for use at a later date. The Employer reserves the right to request official documentation prior to reinstating the Employee's vacation bank.

21.07 Employees shall receive vacation pay on regular pay days while on vacation unless otherwise requested.

21.08 Since vacations are allowed as a period of change and rest for the general good of the Employees and the Employer alike, continuous service without vacation but with extra compensation is not regarded as good for either the Employee or the Employer, and hence, no Employee may elect to receive pay in lieu of vacation.

ARTICLE 22 - SICK LEAVE WITH PAY

22.01 When an Employee is unable to perform his/her duties because of illness or injury, the absence will be paid at one hundred (100) percent of the Employee's normal rate of pay. Sick Leave with pay shall not exceed six (6) days per year for full time employees and three (3) days per year for part-time Employees.

Sick leave with pay shall not exceed seven (7) days per year for fulltime employees and three and a half (3.5) days per year for part-time **and casual** Employees.

22.02 An Employee who is unable to report for work due to sickness, injury or other justifiable reason, shall notify his/her immediate supervisor as early as possible, but no less than one (1) hour prior to the commencement of the scheduled shift.

When notifying the Employer of the absence, the Employee will provide an estimated date of return. If at a later time, he/she is unable to return

on that date, he/she must notify the Employer of a new expected return date on or before the originated estimated date of return.

The Employer may request a sick note from the Employee's physician regarding any absence from work for reasons of illness.

Sick notes requested by the Employer shall be reimbursed up to a **maximum of thirty-five dollars (\$35.00)** upon provision of receipts.

All costs for medical documentation and assessments required by the Employer shall be reimbursed at the actual cost.

22.03 An Employee who is unable to perform his/her duties because of illness or injury for a period of more than five consecutive days is eligible for the wage benefit program as outlined in Appendix A of this agreement.

22.04 Sick leave with pay (including wage continuation) shall be counted as continuous service for the purpose of calculating vacation leave.

ARTICLE 23 - BEREAVEMENT AND COMPASSIONATE CARE LEAVE WITH PAY

23.01 Upon request, bereavement leave with pay will be granted for the purposes related to bereavement and can include the day of funeral. **Five (5)** scheduled days of work will be granted. This period may be extended by up to two

(2) additional days with pay should extensive travel be required and is approved by the manager. For the purposes of this article, immediate family shall include, spouse, mother, father, step-father, step-mother, brother, sister, son or daughter, grandparents, grandchildren or someone with whom they have an equivalent relationship.

23.02 Bereavement leave with pay may be granted for one (1) day in the event of the death of a father-in-law, mother-in-law, brother-in-law, and sister-in-law.

ARTICLE 24 - COURT LEAVE WITH PAY

24.01 The Employer will grant leave with pay to an Employee for the period of time required:

- a) For jury selection;
- b) For jury duty;
- c) For attendance as a subpoenaed witness:
 - i) in or under the authority of a court of justice or grand jury;
 - ii) before a court, judge, justice magistrate or coroner; and
 - iii) before an arbitrator, umpire or body of persons authorized by law to compel attendance or witnesses.

24.02 An Employee granted leave with pay under this article will receive compensation from the Employer of an amount equal to the difference between the Employee's regular straight-time hourly rate of pay and jury pay or fee, excluding expenses.

ARTICLE 25 - PARENTAL LEAVE WITHOUT PAY

25.01 An Employee shall qualify for leave where they are employed and have been employed for a total of at least twenty (20) weeks in the previous fifty-two (52) week period:

- a) Upon request, an Employee shall be granted leave as follows provided the Employee submits the request in writing at least four (4) weeks prior to the day he/she intends to commence the leave:
 - i) maternity leave without pay for a period of up to eighteen (18) consecutive weeks. The Employee will provide the Employer with a certificate from a qualified practitioner certifying pregnancy and specifying the estimated date of birth.
 - ii) adoption leave without pay for a period of up to eighteen (18) consecutive weeks. The Employee will be the primary caregiver of the adopted child during the period of leave.
 - iii) parental leave without pay for a period of up to **sixty-nine (69)** consecutive weeks.

- b) Where an Employee has been granted maternity leave but is unable to return to work at the expiry of his/her leave due to medical reasons, in the opinion of a medical practitioner, he/she shall be granted a further period of leave that is requested.
- c) Notice of intention to return to work, or request for a change of length of leave, must be forwarded to the Employer at least fourteen (14) days prior to the expiration of the leave.
- d) Parental leave may be divided between parents of a child but the parents shall not be granted such leave during the same period.
- e) An Employee who wishes to take parental leave in combination with maternity leave shall take the two leaves consecutively.
- f) Employees who want to continue their health and welfare benefits during their leave(s) shall pay their portion of the premium and the Employer shall pay its portion.

At the expiration of the leave, the Employer will reinstate the Employee in the position occupied by the Employee at the time the leave commenced or in a comparable position, with no loss of benefits or reduction in wages.

Service continues to accrue during the parental leave.

23.02 COMPASSIONATE CARE LEAVE

The Employer agrees to abide by the Employment Insurance Act and its regulations in regards to Compassionate Care. An employee shall along with the request for compassionate care leave notify Sodexo Canada Ltd. in writing of the options concerning the pension and group benefits coverage. An employee on compassionate leave may continue group benefits coverage provided the employee pays his/her share of contributions by way of postdated cheques. The Employer will reinstate the employee in the position occupied by the employee at the time the leave commenced or in a comparable position with no loss of benefits or reduction in wages. Seniority and service shall continue to accrue during compassionate care leave.

ARTICLE 26 –DOMESTIC VIOLENCE

An employee is entitled to and shall be granted a leave of absence of up to five (5) paid days and (5) five unpaid days for issues of domestic violence pursuant to the *Saskatchewan Employment Act*.

ARTICLE 27- OTHER LEAVE OF ABSENCE WITHOUT PAY

27.01 Leave without pay for personal reasons may be granted where a request has been made in writing to the Employer at least fourteen (14) days in advance of the commencement of the leave requested. All such requests shall include the commencement date and the length. Requests will be considered on an individual basis.

If the leave does not exceed three (3) months, the Employee shall return to their former classification, position and rate of pay and not suffer any loss of seniority. If the leave is longer than three (3) months, the Employee may return to an available position within the same classification or similar classification for which they have the necessary qualifications and shall not accrue seniority for the period of the leave. Leave granted under this article shall not exceed six (6) months.

For absences, exceeding thirty days employees who wish to continue to receive benefits will pay the full premiums by post dated cheques.

ARTICLE 28 - HOURS OF WORK AND OVERTIME

28.01 Any hours worked by an Employee in excess of seven and one half (7.5) hours per day or thirty-seven and a half (37.5) hours per weekly period shall be compensated at the rate of time and one-half (1-1/2) his regular straight-time hourly wage. **In the event an employee works in two different classifications in the same working day, the employee will be compensated at the rate of pay which the majority of the hours were worked.**

28.02 The Employer has the right to schedule shifts in accordance with client demands and work requirements. Shift schedules will be posted two (2) weeks in advance. Every effort will be made by the Employer to provide two (2) days notice to the Employees, other than casual Employees, of

any changes to the posted schedule. Such notice can be waived in emergent situations.

28.03 All Employees who are scheduled to work in excess of six (6) consecutive hours in a shift will take a one-half hour unpaid lunch break. Such lunch break will be scheduled, where possible, so that the services of the Employer will not be unduly affected.

28.04 All Employees who are scheduled to work a minimum of three (3) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. Employees scheduled to work a full day will receive two (2) fifteen (15) minute rest breaks.

28.05 Part-time and casual Employees who are scheduled to work will be provided as much notice as possible when a shift is not required.

28.06 The Employer will continue to develop schedules as per the current practice of scheduling full-time Employees first, then part-time Employees and finally casual Employees. Part-time Employees will be given preference when scheduling additional hours.

28.07 Provided there is no increase in cost to the Employer, Employees may change shifts with each other. Approval of the manager will be required before the shift change can take effect.

28.08 All overtime must be pre-authorized by the Employer. Overtime will be voluntary and will be offered to Employees in the classification required to do the work, on the basis of seniority. If there are no volunteers, the least senior person in the classification will be required to work the overtime.

28.09 Split shifts will be kept to a minimum.

28.10 Full-time Employees shall have two (2) consecutive days of rest per week and shall not be scheduled for more than five (5) consecutive shifts. Part-time and casual Employees shall not be scheduled more than six (6) consecutive shifts and where operationally possible, will receive two (2) consecutive days of rest.

28.11 The Employer and union recognize that Employees are expected to be regular in their attendance so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to

other Employees. Unjustified absenteeism is not acceptable and may be dealt with through progressive discipline or attendance management.

28.12 Overtime may be taken in cash or in compensatory time off, at the Employee's election. Overtime which an Employee has accumulated may be taken off by the Employee as part of a day, or as whole day or days. The Employee shall make the request to the Employee's supervisor and the time off will only be taken with the agreement of the Employee's supervisor.

28.13 Where an Employee has accumulated hours in an overtime bank as provided for above, and at the end of the fiscal year, there are hours in the overtime bank, the Employee may carry all of the hours in the overtime bank

into the next calendar year and use the accumulated hours as days off as set out in Article 26.12 above. Provided, however, that in any event an Employee shall not be permitted to accumulate more than forty (40) hours in an overtime bank. Any banked time in excess of forty (40) hours shall be cashed out at the Employee's rate of pay in effect at the time it was earned.

ARTICLE 29 - CALL-IN

28.01 An Employee who completes work is called in before the commencement of the Employee's next scheduled shift, shall be paid for each such call a minimum of three (3) hours pay or provided with three (3) hours of work.

Call in pay shall only be paid if the call in was requested and confirmed by the Employee's supervisor.

Hours of work and overtime Article 27.01 shall apply where applicable.

ARTICLE 29 - PREMIUMS

29.01 Housekeeping Employees regularly scheduled to work the night shift shall receive a premium of one dollar (\$1.00) per hour for all hours worked between 10:00 p.m. and 6:00 a.m.

29.02 Housekeeping Employees regularly scheduled to work the afternoon shift shall receive a premium of twenty-five (.25) cents per hour for all hours worked after 7:30 p.m.

29.03 There shall be no pyramiding of this benefit.

ARTICLE 30 - CLOTHING

30.01 The Employer shall supply, at its cost, four (4) shirts and three (3) pairs of pants for full time general help and custodial. Part time and casual employees shall receive two (2) shirts and two (2) pairs of pants. Uniforms can be replaced on an as needed basis upon return of the existing garment. Employees will be responsible for the laundering of their uniforms.

The Employer will continue the current practice of supplying employees Cooks with uniform, shirts and pants. It shall be the responsibility of the Employer to clean, launder and maintain Cooks supplied clothing.

These articles must be worn by each Employee only while on duty and must be returned upon termination or end of employment.

30.02 **For the purchase of anti-slip work footwear, the Employer will reimburse the employee one hundred and twenty (120) dollars for full time employees and seventy-five (75) for part time and casual employees.**

ARTICLE 31 - SOCIAL JUSTICE FUND

The Employer shall contribute \$20.00 per year per employee to the Social Justice Fund. Each employee shall contribute \$20.00 per year to the Social Justice Fund. Contributions shall be deducted quarterly and remitted to the PSAC National Office.

ARTICLE 32 - NO STRIKE OR LOCKOUTS

32.01 It is agreed that during the term of this agreement neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, sit-down, stay-in, slow-down, stoppage or curtailment of work, picketing or willful interference with work or receipt or shipment of materials. The Employer agrees that it will not cause or direct any lockout of its Employees during the term of this agreement.

32.02 During a legal strike or lockout, the continuation of Employees benefit plan(s) will be governed pursuant to Section 47 of the Saskatchewan Trade Union Act.

ARTICLE 33 - DURATION AND PREVIOUS AGREEMENT

33.01 **This agreement shall be effective from date of ratification and shall remain in force and effect up to June 30th, 2022.**

Amendment by Mutual Consent

33.02 The provision of this Collective Agreement may be amended by mutual consent. If either party wishes to amend these Agreements, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

33.03 Where written notice has been given pursuant to 31.01, the provisions of this agreement will remain in effect until a new agreement is concluded or until conciliation proceedings prescribed at law have been completed.

33.04 This agreement constitutes the entire agreement between the parties and supersedes and replaces all agreements, memorandums and practices both written and oral.

ARTICLE 34 - WAGE SCHEDULE

Title		0-11 months	12-23 months	24 months
General Help and Custodial	Jul 1, 2019	\$13.72	\$14.73	\$15.25
	Jul 1, 2020	\$14.03	\$15.07	\$15.59
	Jul 1, 2021	\$14.35	\$15.40	\$15.94
Cook First	July 1, 2019	\$17.77	\$18.09	\$18.46
	July 1, 2020	\$18.17	\$18.50	\$18.87
	Jul 1, 2021	\$18.58	\$18.91	\$19.30

There will be a .20 increase for those wages that fall below minimum wage pursuant to the Saskatchewan Employment Act, as amended from time to time.

ARTICLE 35- EMPLOYER POLICIES

The Employer shall provide access to all internal policies through SodexoNet.

APPENDIX A HEALTH AND WELFARE PLAN

The Employer agrees to provide a Health and Welfare Plan as described in the Employee Benefit Plan booklet to an Employee after three month's employment. Benefits shall commence the first of the month following three months of employment.

Employees are eligible for the health and Welfare Plan if they are regularly scheduled to work twenty (20) or more hours per week.

The Employer agrees to supply a copy of the Employee Benefit Plan booklet to the Union and to update this booklet as required.

The Employer pays fifty percent (50%) of the premium costs and the Employee pays fifty percent (50%) of the premium costs for the health and welfare plan.

The Health and Welfare Plan includes:

- Life Insurance in the amount of \$ 10,000.
- Accidental Death and Dismemberment in the amount of \$ 10,000.
- Medical Plan - Deductible: \$ 25 (single), \$75 (family) per year. No deductible and ninety (90) percent co-insurance.
- Dental - Basic Plan A - Deductible: \$25 (single), \$75 (family) per year. Reimbursement Level: 100% of eligible expenses. Current fee guide.
- Sick Pay - five (5) days at full pay per year; non-accumulative and not paid out. Reinstalled on January 1st each year.
- Wage Continuation - Following a five (5) day waiting period will pay twothirds (2/3) (6 day waiting period as at January 1, 2012) of regular wages to E.I. maximum of fifteen (15) weeks. Sick pay maybe used during the waiting period.
- Sick pay and Wage Continuation are fully paid (100%) by the Employer.
- Long Term Disability: 32 week waiting period. Benefit level: 2/3 of earnings up to \$ 6,500 maximum per month.

APPENDIX B,,
SODEXO - 15 WING MOOSE JAW
UNION MANAGEMENT CONSULTATION COMMITTEE
TERMS OF REFERENCE

PURPOSE

- To address issues in the work place not governed by this agreement, and to arrive at conclusions that promote mutual understanding, respect, and harmonious relations.
- To encourage the parties to express their views openly, without fear of reprisal, and without prejudice to either party regarding issues that may

become subject to the collective bargaining process, and with the objective of establishing good will between the parties.

- Both parties recognize that Union and Management should attempt to resolve problems when they occur. Issues that are not satisfactorily resolved will be addressed by the Committee.
- The Committee has no authority to amend the Collective Agreement.

THE COMMITTEE

- The committee shall consist of at least two (2) Employee members and two (2) Employer members (unless otherwise agreed by the Parties).

CHAIRING

- The responsibility to chair meetings will alternate between the Union and Management.

MEETING SCHEDULE

- Meetings shall occur in accordance with Article 9.02, and shall be scheduled by mutual consent or as needed, by mutual consent. Ad Hoc consultation may take place between meetings on matters of mutual concern.

AGENDA

- The parties shall exchange agenda items at least five (5) working days prior to the date of the meeting. Management will prepare and distribute the agenda three (3) working days prior to the meeting.

MINUTES

- Minutes will be taken at each meeting, and Management will assume the responsibility of preparing and distributing these minutes. The Union Chair will be given the opportunity to review and sign the minutes prior to distribution.
- Minutes will be distributed in accordance with Article 9.03

LEAVE WITH PAY FOR UNION MEMBERS

- Union-Management meetings will be held during working hours, and union members will be granted leave with pay as per Article 9.

LETTER OF UNDERSTANDING
BETWEEN
SODEXO
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

It is understood by the parties that the Local President may from time to time require access to worksites where members of Local 40807 are employed to conduct union business as per Article 5.03. Such access will not be unreasonably denied.

For further clarity, in the event that the Local Union President is not a Sodexo Employee, the Local President will respect the confidentiality of Sodexo proprietary information and will avoid any conflict of interest when conducting Union business on Sodexo premises. Signed at this day of 2020.

Public Service Alliance of Canada




Isaac Armstrong, PSAC Negotiator



**Marianne Hladun,
PSAC Regional Executive VP
Prairie Region**



Doris Craig, Team Member



Kevin Rosnes, Team Member



Cheryl Leonardo, Team Member

Sodexo Canada



**Emily Ryder,
Labour Relations Manager**



**Erik Lundie
General Manager, 15 Wing**