

COLLECTIVE AGREEMENT

BETWEEN

SODEXO CANADA LIMITED

(AT 15 WING MOOSE JAW)

AND

PUBLIC SERVICE ALLIANCE OF CANADA

(UNION OF NATIONAL DEFENSE EMPLOYEES

LOCAL 40807)

Expiry Date - June 30, 2014

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this collective agreement is to maintain and 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 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 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 Trade Union Act and the Labour Standards Act. Employee is further defined as:
 - (i) "casual" means Employees hired from time to time to cover the work of full-time Employees who are on leave, or for short term assignments or special events.
 - (ii) "full-time" means Employees who regularly work full-time hours;
 - (iii) "part-time" means Employees who regularly 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 Company 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, brother, 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 Company 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 Company 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 good 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.
- e) Where task requires specific training and/or equipment.

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 Employee or result in a reduction of normally scheduled hours for Employees.

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 thirty (30) minutes during working hours to meet with new Employees during orientation 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.

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 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 undisrupted during such leave and the Employer shall invoice the Union for the cost of lost wages.

COLLECTIVE BARGAINING

- **8.01 i) 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.
- *ii) One day of Leave without 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. 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 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, leave without pay to undertake union sponsored training. More than two (2) employees 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 (not covered under provision of leave reimbursement noted in GENERAL article 8).
- 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) Company members (unless otherwise agreed by the Parties). Meetings will be scheduled at least every two months, or more frequently if needed. 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 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 Company 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 Company'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 The Employer and the Union agree that discrimination and harassment in the workplace is unacceptable. Complaints and alleged incidents will be handled through the Company's Sexual Harassment, or Personal Harassment policy.

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

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

- 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 by mutual agreement of the Employer and the Union.

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 Company will post the notice for a minimum of seven (7) working days.
- 12.02 The job posting shall describe the job, the requirements for the job and the rate of pay.
- 12.03 The basis the Company 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.
- 12.04 Candidates shall normally 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.

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 Company will pay the full cost of the training on Employer time.
- 14.02 All regular full-time Employees are eligible to apply for the Company'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 Company 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 Company.

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 Company:

- a) by voluntarily leaving the employ of the Company;
- 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 Company informed of any change in the Employee's address;
- d) if any Employee overstays a leave of absence granted by the Company 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 Company 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 Company, 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 Company 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 and July 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 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), 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:

Informal

Verbal Reprimand

Formal

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 an Employee representative of his or her choice present at any disciplinary meeting. Should an Employee representative not be available, then the senior Employee available shall be used.
- 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 eighteen (18) 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 eighteen (18) 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 Company, 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 Company, 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 Company.

19.10 The Employee(s) shall be advised of their right to have an Employee representative present at any step of the grievance procedure and a PSAC Regional Representative at Step 3 of the grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

STEP 1

The first level grievance shall be heard by either the Kitchen Manager or Custodial Manager as appropriate. Within ten (10) working days of the receipt of the grievance, the Employer representative shall provide a written decision to the Employee(s) and Union representative.

If a satisfactory settlement has not been obtained, then the Employee(s) or the Union representative may, within ten (10) working days of the receipt of the Employer's decision, transmit in writing, the grievance to the next level of the grievance procedure.

STEP 2

The second 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 2, then 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 3

The third 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.

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.

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 Each Employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal days payment at this regular straight-time hourly rate for the celebration of the holidays listed hereunder, provided the Employee works their complete shift on both the last and first scheduled day immediately before and after the holiday respectively:

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Boxing Day
Victoria Day	Remembrance Day	
Canada Day	1st Monday in August	
	Family Day – 3 rd Monday in February	

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 In no event will and Employee who is absent without authorized leave on one of both of the qualifying days referred to in .01, receive pay for the holiday.
- 20.06 In no event will an Employee required to work on a paid holiday who does not report for and perform the work as scheduled, receive pay for the holiday.
- 20.07 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.
- 20.08 Where operational requirements permit, the Employer shall not schedule an Employee to work both December 25 and January 1 in the same holiday season.
- 20.09 In calculating statutory holiday pay for casual Employees, the Employer will pay each Employee an amount equal to the number of hours worked in the last twenty-eight (28) days divided by twenty (20).

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 ten (10) years of service, six (6) percent of gross earnings; an annual leave of three (3) weeks;
 - b) after ten (10) 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 fifteen (15) years of service, ten (10) percent of gross earnings; an annual leave of five (5) 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 one (1) year 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 Company will post the approved vacation schedule. The Company 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 give the Employee written notice of approval, denial or cancellation of a request for vacation leave with pay.
- 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.

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 Company alike, continuous service without vacation but with extra compensation is not regarded as good for either the Employee or the Company, 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 five (5) days per year. Effective January 1, 2013, Sick Leave with pay shall not exceed six (6) days per year

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 report from the Employee's physician regarding any absence from work for reasons of illness. The Employer may send an Employee for a second opinion, from a physician selected by the Employer, at the Employer's 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 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. A maximum of four (4) 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;
 - ii) 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 thirty-seven (37) 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.

ARTICLE 26 - OTHER LEAVE OF ABSENCE WITHOUT PAY

26.01 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.

ARTICLE 27 - HOURS OF WORK AND OVERTIME

*27.01 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.

27.02 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.

27.03 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 Company will not be unduly affected.

- 27.04 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.
- 27.05 Part-time and casual Employees who are scheduled to work will be provided as much notice as possible when a shift is not required.
- 27.06 The Employer will continue to develop schedules as per the current practice of first scheduling full-time Employees first, then part-time Employees and finally casual Employees. Part-time Employees will be given preference when scheduling additional hours.
- 27.07 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.
- 27.08 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.
- 27.09 Split shifts will be kept to a minimum.
- 27.10 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.
- 27.11 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.
- *27.12 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.
- *27.13 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 28 - 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 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 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 three (3) shirts and two (2) pairs of pants for general help and custodial. 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 CSA approved anti-slip work foot wear, the employer will reimburse the employee up to seventy-five (\$75) dollars for custodial and general help, once every two (2) years upon presentation of receipts. For employees required to wear steel toe foot wear, the allowance will be up to one hundred and twenty (\$120) dollars, once every two (2) years upon presentation of receipts.

ARTICLE 31 - NO STRIKE OR LOCKOUTS

- 31.01 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.
- 31.02 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 32 - DURATION AND PREVIOUS AGREEMENT

- *32.01 This agreement shall be effective from July 1, 2010 and shall remain in force and effect up to June 30, 2014.

Amendment by Mutual Consent

- *32.02 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.
- 32.03 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.
- 32.04 This agreement constitutes the entire agreement between the parties and supersedes and replaces all agreements, memorandums and practices both written and oral.

ARTICLE 33—WAGE SCHEDULE

Title		0-11 months	12-23 months	24 months	
General Help and Custodial	Actual	\$10.20	\$11.09	\$11.47	
	July 1,2010	\$10.50	\$11.39	\$11.77	
	July 1,2011	\$11.00	\$11.89	\$12.27	
	July 1,2012	\$11.50	\$12.39	\$12.77	
	July 1,2013	\$12.10	\$12.99	\$13.37	
Cook Second	Actual	\$11.66	\$11.94	\$12.24	
	July 1,2010	\$11.96	\$12.24	\$12.54	
	July 1,2011	\$12.46	\$12.74	\$13.04	
	July 1,2012	\$12.96	\$13.24	\$13.54	
	July 1,2013	\$13.56	\$13.84	\$14.14	
Cook First	Actual	\$12.81	\$13.08	\$13.39	
	July 1,2010	\$13.11	\$13.38	\$13.69	
	July 1,2011	\$13.61	\$13.88	\$14.19	
	July 1,2012	\$14.11	\$14.38	\$14.69	
	July 1,2013	\$14.71	\$14.98	\$15.29	

R. Legaré : \$350 bonus at signature of the new agreement in 2011
 D. Craig : \$350 bonus at signature of the new agreement in 2011
 S. Smith : \$350 bonus at signature of the new agreement in 2011
 J. Ray : \$350 bonus at signature of the new agreement in 2011

Signing bonus of \$100.00 for other employees (excluding the 4 above) as of the date of ratification of the agreement by the members.

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 two-thirds (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) Company 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

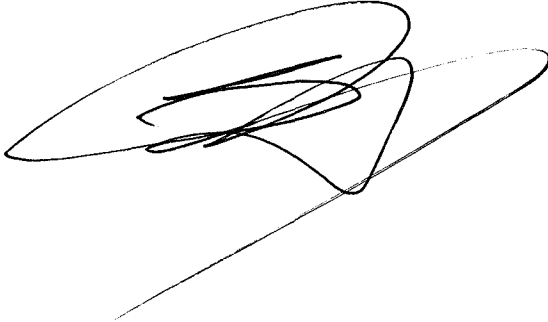
- Union-Management meetings will be held during working hours, and union members will be granted leave with pay as per Article 9.

**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.

For PSAC

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

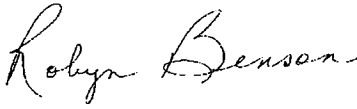
For Sodexo

A handwritten signature in black ink, featuring a large, stylized 'E' at the beginning, followed by several loops and a long horizontal stroke extending to the right.

Signed at _____, this day of _____, 2011

Public Service Alliance of Canada

SODEXO Canada Ltd.



Robyn Benson
REVP – PSAC Prairies



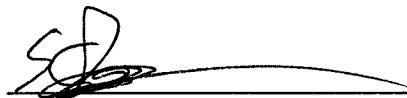
Joe Williams - Sodexo
District Manager



Rick Legare



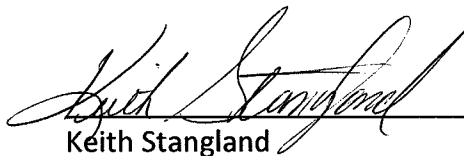
Pierre Vaillancourt c.r.i.a - Sodexo
Director Labour Relations



Kevin Rosnes



Elizabeth Wallis - Sodexo
Director of Support Services



Keith Stangland



Erna Post
PSAC Negotiator