



COLLECTIVE AGREEMENT

Between

SODEXO CANADA

Food Services at Canadore College/Nipissing University
in the District of Nipissing

(Hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1165-07

(Hereinafter call the "Union")

January 1, 2024 to December 31, 2026



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ARTICLE 1 - PURPOSE

1.01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve relations between the Employer and the Union, and to provide settled conditions of employment;
- b) To encourage efficiency in operations;
- c) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union;
- d) To provide an amicable method of settling any differences which may arise between them and to set forth certain conditions of employment to be observed by the Employer and the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- a) Maintain order, efficiency, and discipline, operate the facility in an efficient manner;
- b) Hire, discharge, transfer, classify, promote, demote, or discipline employees provided a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; notwithstanding this, probationary employees may be terminated without recourse to the grievance and/or arbitration procedure.
- c) Generally, to 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, reasonable 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.

The Employer agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement. A claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance as hereinafter provided.

- 2.02 The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 3 - SCOPE AND RECOGNITION

- 3.01 The Employer agrees to recognize the Canadian Union of Public Employees as the bargaining agent for all employees of Compass Group Canada engaged in its Food Service Operations of Canadore College/Nipissing University, in the District of Nipissing, save and except supervisors, persons above the rank of supervisor and office staff.

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative that may conflict with the terms of this Collective Agreement.

3.03 Definitions

Full-time employee – any person normally scheduled to work for more than twenty-four (24) hours per week.

Part-time employee – any person normally scheduled to work for twenty-four (24) hours or less per week.

Temporary employee – any employees hired to temporarily fill the position during the absence of a permanent employee or to fill a temporary vacancy.

Training - For the purpose of this Agreement, “training” means any theoretical and/or practical training given with a view to enabling the employees to perform effectively a function, a duty or a set of functions and duties.

Working Day – For the purposes of *Article 9 – Grievance and Arbitration Procedure*, administrative and posting requirements of this Collective Agreement, “working days” shall be defined as Monday through Friday excluding statutory holidays.

For the purposes of trial (Article 11.04) and probationary periods (Article 10.02), “working days” shall be defined as days actually worked.

Notwithstanding employees on vacation or any leaves, it is understood that unless the employee has a valid reason, employees must be available for a minimum of 2 shifts per week.

3.04 Work of the Bargaining Unit

The Company agreed that no existing bargaining unit positions will be replaced by non-bargaining unit personnel and non-bargaining unit persons shall not perform bargaining unit work except for the purposes of training, emergency

situations, or as mutually agreed between the parties. Any additional bargaining unit positions will be filled by bargaining unit personnel.

ARTICLE 4 - NO DISCRIMINATION

4.01 The parties have a joint responsibility for ensuring a harassment-free work environment. The management has the primary responsibility for ensuring that a harassment-free environment prevails in the workplace and to take appropriate measures to achieve this result. The Union must equally assume all its responsibilities in achieving this result.

Definition of Harassment

For the purposes of this Agreement, "harassment" means any conduct, comment, or gesture of racial or sexual nature of connotation, which is:

- a) unwanted or may reasonably be considered as unwanted; and
- b) offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

4.02 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercises or practised with respect to an employee be reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, gender identity, gender expression, record of offences nor by reasons of their membership or activity in the Union or any prohibited ground under the *Ontario Human Rights Code* as amended from time to time.

4.03 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize a person's dignity and well being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-downs or stoppages of work, either complete or partial, and the Employer agrees that there will be no partial or complete lock-outs.

ARTICLE 6 - UNION REPRESENTATION

6.01 Negotiating Committee

The Employer will recognize a Union Negotiating Committee of not more than two (2) employees to be elected or otherwise appointed by the Union. The parties agree that the president of the local and the National Servicing Representative will also be a part of the Negotiation Committee. The two (2) employee members of the Negotiating Committee shall have the right to attend meetings held within working hours without loss of remuneration.

6.02 Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward may assist any employee whom the steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

6.03 Stewards

The Employer shall recognize up to two (2) stewards from the College/University.

6.04 It is agreed that the steward shall continue to perform their regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should it become necessary to investigate disputes or to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining permission from their supervisor or their designate, which will not be unreasonably withheld.

Should the steward find it necessary to investigate disputes and assist an employee in presenting a grievance during a shift when there is no supervision, the Union agrees that the steward will not abuse their privilege under this paragraph, by absenting himself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.

6.05 Further to Article 6.04, the Employer will compensate the steward at their regular straight time hourly rate for time spent during their regular working hours for such purposes.

6.06 The Union shall notify the Employer in writing of the names of its officers, stewards and members of various committees and any changes thereto. The Employer shall not be required to recognize said officers, stewards, or members until so notified in writing of their elections or appointments.

6.07 Meetings between the parties shall be held at times mutually agreed to by the parties, unless specifically referenced otherwise in this Agreement.

6.08 Where an employee is required by the Employer to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and their right to union representation, in advance, in order to provide the employee with the opportunity to contact their steward or designate to be present at the meeting. The Employer will provide a copy of the letter of discipline to the Union President, Recording Secretary and the Union Representative of the local.

6.09 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative/advisor shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

6.10 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Food Services Director or their designate and the president of the Local Union or their designate, and/or the CUPE National Representative.

A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the president of the Local Union or their designate.

6.11 Any correspondence to the CUPE National Representative shall be addressed to:

L. 1165-07 CUPE National Representative
120 Lakeshore Drive
North Bay, ON P1A 2A8
Tel: (705) 474-9765 Fax: (705) 476-0652

ARTICLE 7 - UNION MEMBERSHIP

7.01 All employees falling within the scope of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

7.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with *Union Security* and *Dues Check-Off*.

7.03 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative. Such

person shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CHECK-OFF OF UNION DUES

8.01 It shall be a condition of employment that every employee shall pay Union dues, initiation fees and assessments in the amount certified by the Union. The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its' members.

8.02 Dues Check Off and Release of Information

a) The Employer shall forward such deductions to the Secretary-Treasurer or designate of the National Union and the Local Union Secretary-Treasurer not later than the 15th of the month following the month in which the deductions were made.

b) Such remittance shall be accompanied with an electronic list of the names, wages, and the amount of dues deducted from each employee. The Union will provide the Employer with an official e-mail address for both the National Union and the Local Union Secretary-Treasurer for which the deduction information will be sent to. The Union shall be responsible for communicating to the Employer any change of e-mail address.

c) On January 31 and September 30 of each year, the Employer shall forward to the Union President, Recording Secretary or Union designate, an electronic list of employees in the bargaining unit. The electronic list will include the names, addresses, phone numbers, email address if known, status, and classification of all employees in the bargaining unit.

8.03 At the same time that Income Tax T-4 slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

8.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made, or payments made in accordance with the Article.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

9.01 Verbal Complaint

A grievance will be defined as any difference, dispute or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement.

Grievances must be submitted in writing to the Employer within ten (10) working days of the event in question or within ten (10) working days from the time the employee should reasonably have known of the event in question, in accordance with the following procedure:

An employee shall first discuss the complaint with their immediate Manager, who shall attempt to resolve it. The Manager must respond within the five (5) working days of the employee's complaint being lodged. In the event that the Manager's response is deemed by the employee to be unsatisfactory, then the employee may proceed to Step 1.

Step 1

An employee, accompanied by their steward shall submit their grievance signed and in writing on a form supplied by the Union, to the Assistant Manager or their designate within five (5) working days. A written answer shall be given by the Assistant Manager or their designate within five (5) working days.

Step 2

Failing a satisfactory settlement at Step 1, the grievance shall be submitted to the Food Services Director or their designate within five (5) working days from response at Step 1. A meeting will be held with the grievor, the Union steward or designate and the Food Services Director or their designate or District Supervisor within five (5) working days. The Food Services Director or their designate or District Supervisor shall give a written answer within five (5) working days of the Step 2 meeting.

Step 3

Failing a satisfactory settlement at Step 2, the grievance shall be submitted to the District Manager within five (5) working days from the response at Step 2. A meeting will be held with the grievor, the Grievance Committee and the District Manager within ten (10) working days. The District Manager shall give a written answer within five (5) working days of the Step 3 meeting.

Failing a satisfactory settlement of the grievance at Step 3, the matter may be referred to Arbitration, within a period of thirty (30) working days from the receipt of the Employer's written answer at Step 3.

- 9.02 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give their written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in 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. Any extensions to time limits shall be in written form.

9.03 Policy Grievance

Any difference arising directly between the Union and the Employer concerning the interpretation, administration, application or alleged violation of the terms or provisions of this Agreement may be submitted by either party to the other at Stage 2.

9.04 Group Grievance

In the event more than one employee has an identical grievance, they shall submit a group grievance at Step 2.

9.05 Layoffs and Recall

Grievances pertaining to layoffs and recalls shall be initiated at Stage 2 of the grievance procedure.

9.06 Discharge or Discipline

A grievance concerning discipline or discharge of any employee will be submitted at Step 2 of the grievance procedure.

9.07 The Employer and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Employer. The Employer and Union further agree that probationary employees shall not have access to the grievance and/or arbitration procedure with respect to discharge.

9.08 The parties agree that the time limits in this Article may be extended with the mutual agreement of both parties. Any extensions to time limits shall be in written form.

9.09 All grievance submissions and replies shall be in writing at all steps.

Arbitration Procedure

9.10 When either party requests that a grievance be submitted to arbitration after the decision at Step 3, the request shall be made in writing to the other party of the Agreement, indicating the name of three (3) arbitrators. Within ten (10) working days thereafter, the other party shall answer in writing by indicating the choice of a single arbitrator. Should the parties be unable to agree to an arbitrator, the matter will be referred to a third party in accordance with the applicable provision of the *Ontario Labour Relations Act*.

9.11 The arbitrator shall not have the power to change this Agreement, nor to alter, modify or amend any of its provisions, nor to make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to

modify penalties or dispose of a grievance by any arrangement which it deems just and equitable

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

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

9.14 The time limits fixed in the arbitration procedure may be extended in writing by mutual consent of both parties.

9.15 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

9.16 Human Rights Act

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Acts, or the Employment Standards Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

9.17 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

9.18 Discharge, Suspension and Discipline

Notice

At the time the Employer, formally imposes discipline on an employee, the employee shall be entitled to union representation and such representative shall be invited to be present at a meeting. The Employer will provide a copy of the written document to the Union President, Recording Secretary and Union Representative at the time of the meeting.

Clearing the file

The record of an employee shall not be relied upon after twelve (12) months following a suspension or disciplinary action.

9.19 Access to Personnel File

Upon giving notice of two (2) business days, an employee shall be entitled to view the contents of their personnel file in the presence of management at a

mutually agreed upon time. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employees' record may be introduced as evidence in any hearing of which the employee was not aware of at the time of filing. The employee, upon request, shall be given a copy of any material contained in their personnel file.

9.20 Use of Demotion as Discipline

Demotions shall not be used as a disciplinary measure.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

An employee's seniority shall be the length of service in the bargaining unit and shall include service with the Employer and predecessor employers prior to the certification or recognition of the Union. Seniority shall be bargaining unit wide.

10.02 A newly hired employee shall be on probation for the first sixty (60) working days of their employment. During the probationary period, they shall be subject to provisions of this Agreement and shall not be placed on the seniority list until after the completion of sixty (60) working days. A probationary employee shall not have access to the grievance and/or arbitration procedure with respect to their discharge. After the completion of the probationary period, seniority shall be effective from the last date of hire.

10.03 Loss of Seniority

An employee shall lose their seniority in the following manner:

- a) by voluntarily leaving the employ of the Employer and does not withdraw their resignation in writing within two (2) days;
- b) if an employee is discharged for just cause and is 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 seven (7) days of its mailing by registered mail to the employee's last known address and/or failing to return to work within five (5) days of receiving such notice. It shall be the employee's responsibility to keep the Employer informed of any change in the employee's address;
- d) if an employee overstays a leave of absence granted by the Employer without securing an extension in writing, 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 by telephone of the circumstances and 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 working days without notification to the Employer unless such failure is a result of circumstances beyond the control of the employee;
- g) if an employee is laid off and not recalled within twenty-four (24) months from the last date at work;
- h) if an employee is absent due to non-occupational illness or accident for a period of twenty-four (24) months from the date the accident occurred, or the illness commenced;
- i) No longer able to attend work due to the client revoking permission to access the building/campus.

10.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. An employee who is promoted or transferred to a position with the Employer outside the bargaining unit and subsequently returns to work within the bargaining unit shall be deemed to have accumulated seniority during the period of such promotion or transfer for a period of up to six (6) months.

10.05 Seniority List

The Employer shall maintain seniority lists showing the current classification, the date upon which the employee's service commenced and the location of each employee of the bargaining unit as of December 31 of the previous year. When addressing seniority issues, all ties shall be broken by lot in the presence of the bargaining unit president and/or vice-president and the affected members by placing in a hat, the names of all members who are tied. The president or vice-president will draw the names. The first name drawn is to be most senior and so on until the names of the persons tied have been drawn. A copy of the seniority list shall be provided to the Union President, Recording Secretary or the Union designate in January and September of each year. At the same time, a copy of the seniority list shall also be posted and made available to employees on a bulletin board in each location.

- 10.06 Challenges with regard to the above-mentioned list shall be submitted in writing to the Food Service Director within twenty (20) working days of the date the list is posted on the bulletin boards. When proof of error is presented by the employee or the union representative, such error shall be corrected and when so corrected, the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority standings shall be made.

- 10.07 The Union shall be notified immediately in writing of any challenges concerning the posted seniority list.
- 10.08 If an employee is absent from work, such employee may challenge their seniority standing within the first thirty (30) working days following return to work.
- 10.09 The seniority of a temporary employee shall be established as the date of hire following the completion of the probationary period.

10.10 Rate for Relieving in a Higher Paid Classification

When the employees relieve in a position of higher rating within the bargaining unit for three (3) hours in the same shift, the employee will receive the rate for the position they are relieving for the full relief period.

10.11 Pay on Transfer, Low-rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 11 - JOB POSTINGS

11.01 Job Postings

When an initial permanent job vacancy occurs within a location, including a newly created permanent bargaining unit position, the Employer shall post on the designated bulletin board at all three (3) worksites along with emailing a copy to the Union President, Recording Secretary and vice-president, such notice for five (5) working days. The Employer shall provide the Union with copies of all job postings. Each job posting shall be itemized on separate notices. Vacancies whose duration is less than three (3) months shall be considered temporary and need not be posted.

It is further understood that when an original posting has been modified through either the addition of four (4) hours or more, or changes in days off, then this shall become a newly created position.

Temporary Employees

Temporary vacancies of less than three (3) months duration shall be offered to employees in the work unit/location in the order of seniority and shall be awarded to the most senior employee who has the ability and qualifications to perform the normal requirements of the job.

The parties agree that temporary vacancies which continue for a period exceeding three months will be posted as per the job posting procedure in Article 11 of the Collective Agreement.

- 11.02 The basis the Employer shall use in selecting the successful candidate is qualifications, skills and ability for the job required. Only when two (2) or more employees have equal skills, ability, and qualifications to do the job required, shall seniority be the governing factor in making the selection.

Hours of work arising from temporary vacancies will be made available to bargaining unit members using the criteria established in Article 11.02, prior to offering employment to persons outside the bargaining unit.

- 11.03 Such notice shall contain the following information: classification, qualifications, shift, wages, location, and description of the work station.

11.04 Trial Period

The successful applicant shall be placed on a trial period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable or unwilling to continue to perform the duties of the job, they shall be returned to their former position and wage, provided it still exists, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage, if it still exists, without loss of seniority.

- 11.05 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. A copy will be sent to the Union President, Recording Secretary or to their delegate.

- 11.06 The Employer will consider applicants from within the bargaining unit prior to considering applicants from outside the bargaining unit. However, the Employer reserves the right to fill a vacant position with a person of their choice in the event that no bids are received or if the applicants do not meet the criteria for the job, which are outlined in Article 11.03.

- 11.07 It is agreed that successful candidates will not be entitled to bid on any other vacant positions for a period of three (3) months from the posting of notice referred to in Article 11.01 unless the following conditions apply:

- a) Increase in hours
- b) Increase in wages
- c) The position is closer to the employee's home

11.08 Role on Seniority in Promotions and Transfers

Both parties recognize the principle of promotion within the service of the Employer that job opportunity should increase in proportion to length of service; therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability in accordance with 11.02. Appointments from within the

bargaining unit and bulletin board posting of same shall be made within two (2) weeks of posting. The job shall be filled within one (1) week of appointment.

11.09 Preferred Shifts

The parties agree that seniority increases with service and therefore employees will be allowed to choose their shifts by seniority. The day shift will be defined as any shift where hours worked are between 6:30 a.m. to 5:00 p.m.

ARTICLE 12- LAYOFF AND RECALL

12.01 Definition of Layoff

- a) A layoff is defined as reduction in the workforce or reduction in hours of which affects one (1) or more employees.
- b) In the event of a layoff, employees shall be laid off in the reverse order of seniority. An employee about to be laid off may bump a less senior employee in their classification or a lower classification, providing the employee exercising the right, has the skills, ability, and qualifications to perform the work. Laid off employees must exercise their bumping rights within five (5) working days of being notified of layoff.
- c) It is further understood that a senior employee will not suffer a loss in hours to a junior employee provided that the senior employee has the skills, ability, and qualifications and meets the operational standards of the job.

12.02 Recall of employees on layoff shall be in order of seniority, by classification, provided the employee being recalled has the qualifications, skills, and ability to do the work available.

Employees returning from layoff will have a right to their pre-layoff job, location and preferred shift and hours should it still exist. Employees returning from layoff whose pre-layoff job no longer exists shall be entitled to bump to another position within the same or lower rated classification provided they have the ability. Such bumping will be based on seniority.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to layoff should it become vacant.

Notification will be copied to the Union President and Recording Secretary.

12.03 In the event of major changes are made to the method of operations during the period of summer layoff, a consultation will be held between the Employer and the Union to discuss the new staffing requirements. This meeting should be held as early as possible.

12.04 New employees shall not be hired until those laid off have been given an opportunity of recall.

12.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer will endeavour to notify in writing, employees who are to be laid off seven (7) working days prior to the effective date of layoff. Management will endeavour to give as much notice as possible. If the employee has not had the opportunity to work their scheduled days as provided in this article, they shall be paid for the days for which work was not made available.

12.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

12.07 Where a layoff not exceeding five (5) months must occur, employees may elect to be laid off in order of seniority and failing sufficient numbers, employees shall be laid off in reverse order of seniority,

12.08 Workforce Reduction

The Employer agrees that prior to any major reductions of hours or any reduction of the workforce, it will discuss the matter with the Union with a view to minimizing the negative impact on current employees.

12.09 Continuation of Benefits

During the lay-off periods, to a maximum of twelve (12) months, the Employer shall continue to allow the employee to maintain hospital, medical, disability, and group life insurance benefits of this Agreement if the employee's portion of the premium continues to be made.

ARTICLE 13 - HOURS OF WORK

13.01 Any hours worked by an employee in excess of forty-four (44) hours per week shall be compensated at the rate of time and one-half (1 ½) their regular straight-time hourly rate.

13.02 Schedules

The workweek shall commence and reflect the pay schedule cycle of the Employer.

13.03 The operation of the Employer can, and the Employer shall have the right to, establish operations on a seven (7) day a week basis.

13.04 The Employer maintains the right to schedule shifts in accordance with work requirements, and nothing in this agreement constitutes a guarantee of hours. The hours of work of each employee shall be posted on the bulletin board in each location at least one (1) week in advance of a one (1) week period. Changes in shifts after the schedule is posted must be mutually agreed, except in situations beyond the Employer's control. In situations beyond the Employer's control, the Employer will try to provide twenty-four (24) hours' notice. Work schedules shall be posted on all bulletin boards one (1) week in advance and shall be for one (1) week periods.

13.05 Rest Periods and Meal Periods

Employees will be entitled to rest and meal periods based on the following table:

Employees Scheduled Hours	Meal Period	Rest Period
Minimum of 4 hours, but less than 5 hours	Nil	1
5 hours, up to 7 hours	1	1
In excess of 7 hours	1	2

- a) Rest period shall consist of fifteen (15) minutes. Rest periods are paid time.
- b) Meal period shall consist of thirty (30) minutes. Meal periods are unpaid time.
- c) Meal periods will be scheduled, where possible, so that the services of the Employer will not be unduly affected.

13.07 Overtime shall be distributed as equally as possible among those employees who normally perform the duties. Overtime shall be on a voluntary basis. A sign-up sheet shall be posted monthly and signed by those employees wishing to make themselves available for overtime opportunities. Should there be no volunteers, the Employer shall assign overtime in reverse order of seniority.

13.08 There shall be no split shifts without mutual agreement of the Employer and the employee.

ARTICLE 14 - PUBLIC HOLIDAYS

14.01 The Employer recognizes the following as paid holidays:

- | | | |
|----------------|------------------|------------|
| New Year's Day | Labour Day | Family Day |
| Good Friday | Thanksgiving Day | |
| Victoria Day | Christmas Day | |
| Canada Day | Boxing Day | |

It is understood that Labour Day will be paid as per the Employment Standards Act of Ontario.

- 14.02 a) Unless otherwise scheduled, during a school year (August 15-April 31), an employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to a regular day's pay at their straight-time hourly rate, provided the employee works all of their last regularly scheduled day of work before the public holiday, and all of their regularly scheduled day of work following the public holiday, unless they have reasonable cause.
- b) An employee who is scheduled to work on the public holiday shall be paid at the rate of time and one-half (1 ½) their straight-time hourly rate, plus another day off with pay, to be taken at a time mutually agreed upon by the Employer and the employee.
- 14.03 Employees required to work on any of the paid holidays who do not qualify for the holiday shall be compensated at the rate of time and one-half (1 ½) their regular straight-time hourly rate for the hours they work on the holiday.
- 14.04 If a paid holiday falls during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer.
- 14.05 An employee required to work on a paid holiday, who does not report for and perform the work, shall not receive pay for the holiday.

ARTICLE 15 - VACATIONS

15.01 Annual Vacation

An employee is entitled to an annual vacation with pay in accordance with the employee's years of employment as follows:

After 1 year of service:	2 weeks vacation equal to 4% of total earnings
After 5 years of service:	3 weeks vacation equal to 6% of total earnings
After 10 years of service:	4 weeks vacation equal to 8% of total earnings
After 15 years of service:	5 weeks vacation equal to 10% of total earnings

For the purpose of computing vacation for permanent employees, seniority as set out in Article 10 of the Collective Agreement will apply.

Parties agree that vacations will not be scheduled during the academic year. Notwithstanding, the company may on an individual basis grant vacation during the academic year, subject to operational requirements.

Vacation year will be from July 1 to June 30 of each year.

The percentage of vacation pay on total earnings will be paid on each regular pay.

No employee will have their annual vacation time prorated due to illness, WSIB, maternity or parental leaves.

15.02 It is understood that vacation entitlement shall be taken in accordance with work requirements and length of service. The Employer will endeavour to accommodate employee's vacation requests; however, vacation schedules may necessarily be subject to the vacation schedules as programmed by the Employer's client.

15.03 Approved Leave of Absence During Vacations

When an employee's scheduled vacation is interrupted due to serious illness, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.

Serious illness shall be defined as an illness or injury that requires hospitalization or confinement to bed under a physician's care. Upon request, satisfactory evidence of hospitalization or confinement shall be provided to the employee's supervisor.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

- a) The Employer may, in its sole discretion, authorize a leave of absence without pay or benefits, and without loss of seniority, for personal reasons. Such request shall be in writing, with the reason(s) clearly stated, and must be submitted to the Food Services Director or their designate or District supervisor at least fourteen (14) calendar days prior to the date upon which they wish to begin their leave of absence. Employees when applying for such leave, shall indicate the proposed date of departure and return.
- b) An employee who has applied for a leave of absence shall receive the Employer's written decision within seven (7) calendar days of the date the request was submitted, provided that the employee's request is received at least fourteen (14) calendar days prior to the requested leave.

Where an employee wishes to return to work prior to the expiry of such approved leave, the employee agrees to notify the Employer of their intention to return to work at least seven (7) working days prior to the date of such return. Where such notice is provided, the Employer will endeavour to return the employee within the posted schedule period.

16.02 Bereavement Leave

- a) An employee shall be granted five (5) regularly scheduled workdays' leave without loss of salary or wages immediately following the date of death of an

employee's child, step-child, foster child, parent, step-parent, grandchildren, step-grandchild, and/or spouse.

- b) An employee shall be granted four (4) regular scheduled workdays' leave without loss of salary or wages immediately following the date of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandparents. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave by requesting through the Human Resources Department.
- c) In the case of the death of a relative not included above, the Employer shall grant a leave of absence of one (1) working day with pay.
- d) An employee may elect to defer days of their bereavement leave to be used for the attendance at the actual internment.

In addition to the entitlement in (a), (b) and (c), an employee shall be granted upon request, up to an additional three (3) days unpaid leave for the purpose of travel.

16.03 Jury Duty

An employee who is required for jury duty shall receive compensation from the Employer of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, provided that the employee:

- i) notifies the Employer immediately of the employee's notification that they will be required to attend court; and
- ii) presents proof of service requiring the employee's attendance; and
- iii) presents proof of the amount of pay received for such service.

16.04 Pregnancy and Parental Leaves

The parties agree that pregnancy and parental leaves shall be granted in accordance with the provisions of the Employment Standards Act.

16.05 Union Leave

- a) An employee shall receive the pay and benefits provided for in this Agreement when absent for union work. Provided the Union gives the Employer as much notice as possible but no less than two (2) weeks advanced notice and such leave does not seriously reduce the efficiency of the department, the Employer may grant leaves of absence of up to two (2) people at one time, totaling fifty (50) days absence for the bargaining unit each year. It is agreed that days spent at the bargaining table shall not be deducted from these amounts.

- b) An employee granted a leave of absence for Union business under this Article shall receive their normal pay for the period of the leave of absence. The Employer will bill the Union for the cost of wages and benefits paid during such leave. The Union shall reimburse the Employer within forty-five (45) days following receipt of such invoice.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Union and the Employer shall establish a joint Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act.
- 17.02 A First Aid kit as approved by the Workers Safety Insurance Board shall be supplied by the Employer and placed in appropriate locations at the workplace.
- 17.03 No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- 17.04 Transportation from the place of work to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.
- 17.05 The Employer is a registered employer with the Workers Safety Insurance Board.

ARTICLE 18 - GENERAL

- 18.01 There shall be no pyramiding or duplication of any payments, benefits, or allowances.
- 18.02 Labour- Management Committee

A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

The Committee shall meet at a minimum two (2) times per year. The meetings shall be held in the months October and February, to discuss matters of mutual interest and concern. Employees shall be paid their regular hourly rate for time spent during their regularly scheduled hours.

This Committee shall not have the power to add to, amend or delete any part of the Collective Agreement.

- 18.03 The Employer shall provide bulletin boards at each location upon which the Union shall have the right to post notices of meetings and other union business. Such notices shall be provided to the Employer for approval prior to posting.
- 18.04 Employees shall be paid on a bi-weekly basis by direct deposit.
- 18.05 Catering

Subject to Article 10, it is the Company's intention, and they will make every reasonable effort to ensure that the bargaining unit employees are assigned to the catering events.

18.06 Job Classification

All employees shall be provided a full and detailed job description of their positions. These shall also be provided to all newly hired employees.

18.07 New Classification

When a new job classification is created or established, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in questions, such dispute shall be submitted to grievance and arbitration. Any arbitrator shall base their decision solely on the criteria used in the classification pay structure set out in this Collective Agreement.

Existing classifications shall not be changed without prior agreement with the Union. Furthermore, the Employer agrees to meet with the Union when they intend to create new classifications.

18.08 Meal Allowance

Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction. The deduction will be two dollars and fifty cents (\$2.50).

18.09 Responsibility Pay

Notwithstanding the Lead position and only when the lead is not available, whenever an employee is assigned additional responsibility to train, shadow, direct or oversee work of employees, the employee shall be paid a premium of one dollar (\$1.00) per hour.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, family doctor, dentist, any registered medical practitioner, or because of an accident for which compensation is not payable under WSIB.

19.02 An employee may be required to produce medical evidence when duration of such illness is more than three (3) days. Where the Company requires an

employee to provide a medical certificate, the Company shall reimburse the employee for any costs incurred as a result of such requirement.

19.03 In cases of prolonged illness, if the employee's supervisor requires additional progress reports from the employee's physician certifying that the employee is still unfit for work, then the Employer shall be responsible for the costs of such reports.

19.04 Full-time employees shall be provided with up to five (5) sick days per year after one (1) year of service. The sick leave days shall be non-cumulative.

It is understood that two (2) of the five (5) paid sick days can be used instead as personal day off with pay. In order to use a personal day, the employee must inform the Employer fourteen (14) calendar days in advance.

ARTICLE 20 - DURATION AND PREVIOUS AGREEMENTS

20.01 Unless changed by mutual consent in writing, the terms of this Collective Agreement shall continue in effect from January 1, 2024 to December 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, by registered mail, not more than ninety days from the expiry date of this Agreement, of termination of, or proposed revision of, this Agreement.

20.02 If pursuant to such negotiations an Agreement is not reached on the renewal of amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in effect until a new Agreement is reached by the parties or until conciliation proceedings prescribed at law have been exhausted, whichever date shall first occur.

Signed electronically this 5 day of September, 2024.

FOR THE UNION


Jeanne Mailloux (Sep 8, 2024 15:58 EDT)


A. Monique Leblanc (Sep 7, 2024 16:10 PDT)


Trevor Russell (Sep 6, 2024 06:59 EDT)


Jacqueline Comeau (Sep 9, 2024 07:53 EDT)

FOR THE EMPLOYER


Matilde Theriault (Sep 5, 2024 15:15 EDT)


Robert Gendron (Sep 5, 2024 20:22 EDT)



SCHEDULE "A" - WAGES

Classification	January 1, 2024	January 1, 2025	January 1, 2026
General Help	\$17.20	\$17.72	\$18.24
Grill Cook	\$17.50	\$18.03	\$18.57
Production Cook	\$19.00	\$19.57	\$20.16
Team Lead	\$18.55	\$19.11	\$19.68

APPENDIX A – BENEFIT SUMMARY

Benefit Summary (Effective date July 1, 2012)

Benefit Group: CANADR
CANADORE COLLEGE

Eligibility:
Hours 24 hours per week (must be consistently working 24 hrs/wk)
Months of Service 1st of the month following 3 months of full-time service
Drug Cards Yes
Cost Share: 50% Company Paid for Life, AD&D
Effective January 1, 2023 - Cost Share: 100% Company Paid for Life, AD&D

Medical 60% ER, 40% EE (includes the 100% EE/ER premiums for the summer months May to Aug) (The system will show 40/60)

BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

Benefit Formula	\$25,000
Termination	Age 65 or earlier retirement

SHORT TERM DIABILITY

Benefit Formula	66.67% of weekly earnings
Weekly Maximum	EI maximum
Benefit Payable	1 st day accident; 1 st day hospital; 5 th day sickness
Benefit Period	15 weeks
Termination	Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT

DRUG BENEFIT **Drug Card**

a) Plan Type	Prescription Drugs
b) Co-Payment	100% reimbursement for each prescription
c) Annual Deductible	NO cap on dispensing fee; NO Deductible
d) Per Individual Maximums	\$2,000 max calendar year
e) Benefit Maximum Age	99
f) Dependent Age	21
g) Student Age	26
h) Includes: Diaphragms, I.U.D.'s; \$500/individual per lifetime for prescription anti smoking agents; \$2400/ individual per lifetime for fertility; lancets	Covered

MAJOR MEDICAL BENEFIT

a) Annual Deductible Applicable		n/a (except for chiropractic services)
b) Co-payment		90%
c) Schedule of Benefits		*Requires Physician Referral*
Psychologist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1000 per calendar year
Chiropractor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per calendar year (after you pay the first \$200.00)
Naturopath	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year
Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year
Nutritionist/Dietician	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$400 per calendar year
Speech Therapist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year
Physiotherapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per calendar year
Osteopaths	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year
Massage Therapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per calendar year
Private Duty Nursing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Medical Supplies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Ambulance Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 every 5 years
Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per year
Orthopedic shoes custom made	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$50 in provinces where eye exams are not covered
Eye Glasses	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 every 24 months
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 years
e) Benefit Maximum Age (Termination)		99
f) Dependent Age		21
g) Student Age		26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		Unlimited

HOSPITALIZATION BENEFIT

a) Semi Private Accommodation	Covered
b) Hospitalization Coinsurance	100%
c) Convalescent Hospital	Semi Private Coverage
d) Benefit Maximum Age	99
e) Dependent Age	21
f) Student Age	26

DENTAL BENEFIT 40% Employee paid, and 60% Employer paid

a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Recall Frequency: 6 months	Yes
d) Fee Guide Year	Current
e) Fee Guide Based on province of employee residence	Yes
f) Level 1: Basic Restorative; Coinsurance percentage	90%
g) Level 2: Periodontics & Endodontics; Coinsurance percentage	90%
h) Annual Maximum; Level 1 & 2 Combined	Unlimited
i) Survivor Benefit	2 years
j) Benefit Maximum Age	Age 99
k) Dependent Age	21
l) Student Age	26
m) TMJ Lifetime Maximum	\$1000

This Benefit Summary is prepared as information only and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits plan are described in the Policy/Plan Documents held by Compass Group. In the event of a discrepancy between this Benefit Summary and the Policy/Plan Documents, the terms of the Policy/Plan Documents will prevail.

It is understood that a minimum of three (3) months' notice shall be given to employees of any changes or premium increases.

New employees will be told during the orientation, the benefit cost and deduction off their pay.

LETTER OF UNDERSTANDING

BETWEEN

Sodexo Canada Operating at Canadore College/Nipissing University
("Employer")

- and -

Canadian Union of Public Employees, Local 1165-07
("Union")

RE: Summer Work

The following shall outline the process of allowing employees to determine their preferred shifts in the summer months (May to August) as well as providing employees with an estimate of their recall date for summer work.

The Employer shall allow employees to notify them of a voluntary layoff (Article 12.07) by or before March 31st annually.

The Employer shall determine what its operational needs are for the summer based on the summer conference business and daily retail needs at the time of the layoffs (in April) and provide a draft summer schedule to employees. The intention of said schedule is to allow employees to prepare for the summer period with as little disruption to their secondary jobs and personal lives as possible. While it is possible that the summer schedule may change from time to time, the Employer endeavors to provide as much notice as is reasonable possible of such change to the employees.

The Employer will still recall employees by phone before issuing a registered letter recalling the employee back to work for any work required during the summer period.

During or following the layoffs, the Employer shall allow those employees working during the summer, to select their preferred shifts in seniority order consistent with the application of Article 11.09.

Signed electronically this 5 day of september, 2024.

FOR THE UNION


Jeanine Mailloux (Sep 8, 2024 15:58 EDT)


A. Monique Leblanc (Sep 7, 2024 16:10 PDT)


Trevor Russell (Sep 6, 2024 06:59 EDT)


Jacqueline Comeau (Sep 9, 2024 07:53 EDT)

FOR THE EMPLOYER


Matilde Theriault (Sep 5, 2024 15:15 EDT)


Robert Gendron (Sep 5, 2024 20:22 EDT)



LETTER OF UNDERSTANDING

BETWEEN

SODEXO CANADA

("Employer")

- and -

Canadian Union of Public Employees, Local 1165-07

("Union")

RE: Sodexo Meal Policy

Please be advised of the Sodexo policy regarding meals:

During your shift:

- Every scheduled employee is entitled to **one** meal per shift and **one snack** during break. A meal consists of a prepared meal (entrée, grill, pizza, STG sandwich or salad), side dish (soup), and a beverage. Where fountain soft drinks are available, the expectation is that employees will not be taking bottled soft drinks. A snack consists of a prepared baked item and a regular coffee.
- All food is to be consumed during your break or lunch times only.
- Employees working a 5-hour shift or less are entitled to a lunch only.

The following items are not permitted as part of your employee meal or snack for consumption:

- Chocolate bars, potato chips, granola bars, gum, candy, ice cream novelties, large milk, Energy drinks, any other packaged desserts. These items **must** be purchased by staff at full retail price.
- For the Starbucks, We Proudly Serve kiosk, only drip coffee is permitted. No espresso-based drinks are permitted. Espresso based drinks **must** be purchased by staff at full retail price.

Prior to your shift:

- There is no complimentary food entitlement **prior** to your shift; all items must be purchased at regular price.

Following your shift:

- There is no complimentary food entitlement **after** your shift; all items must be purchased at regular price.

This policy applies to any & all food / beverage items. At no time are employees authorized to remove food / beverage items from the food premises without proper proof of purchase or authorization. No items may be kept in employee lockers unless they have been purchased in accordance with the above procedure.

Any employee found violating or deviating from this policy may be subject to disciplinary measures up to and including termination.

Signed electronically this 5 day of september, 2024.

FOR THE UNION

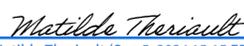

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