

**2020 - 2028**  
**COLLECTIVE AGREEMENT**

BETWEEN

**Sodexo Canada Limited**  
**at**  
**Kitimat LNG Camp**

AND

**United Steelworkers, Local 1-1937**

Errors & Omissions Excepted

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## 2020 – 2028 COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of March, 2020.

BETWEEN:

**SODEXO CANADA LIMITED**

at

**KITIMAT LNG CAMP**

*(Hereinafter known as the "COMPANY")*

OF THE FIRST PART

AND:

**UNITED STEELWORKERS, LOCAL 1-1937**

*(Hereinafter known as the "UNION")*

OF THE SECOND PART

*(Collectively known as "The Parties")*

### **PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

### **ARTICLE 1 – BARGAINING AGENCY**

#### **Section 1: Recognition**

The Company recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provisions of lodge operations at the Cedar Valley Lodge – 100-1 Smelter Site Road, Kitimat, BC – except for Managers, Supervisors or Administrative Staff.

## **Section 2: Work**

Employees whose regular jobs are not in the bargaining unit work will not work on any jobs which are included in the bargaining unit except for the purposes of instruction, audit, quality control, on the job training and experimentation as long as this does not result in the lay-off or reduction of bargaining unit employees. In addition, non-bargaining unit employees may be utilized to complete jobs when bargaining unit employees are not available, provided management agrees to ensure all reasonable efforts are made to replace bargaining unit employees to complete bargaining unit jobs.

## **Section 3: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon, with a minimum of seventy-two (72) hours' notice, for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between the Company and the Union. Meetings shall include any meetings called for the purposes of labour relations issues, bargaining issues including grievance meetings and Local Agreements. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings. Meetings will be limited in size to three (3) management and three (3) Union representatives, additional attendees may attend by mutual agreement.

## **Section 4: Bargaining Authority**

The Company and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification it will recognize during the term of this Agreement is that of the United Steelworkers Local 1-1937 unless ordered by due process of law to recognize some other bargaining authority.

# **ARTICLE 2 – MANAGEMENT RIGHTS**

## **Section 1: Management Rights**

Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the exclusive right and responsibility to manage its operations as it sees fit, including but not limited to the following:

- (a) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes, and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (b) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (c) To direct the employees, including the right to decide on the number of employees needed by the Company, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the

work, to assign the work, to schedule shifts, to maintain order, discipline, and efficiency in the operations.

- (d) The selection of Managers/Supervisors shall be entirely a matter for the Company's discretion.
- (e) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

## **Section 2: Limitations**

This Article will not be used in a discriminatory manner against any person, employee or group of employees (including Trade Unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any of the terms or provisions of this Agreement.

## **ARTICLE 3 – UNION SECURITY**

### **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

The Company will provide all new employees with a copy of the Collective Agreement and an introductory meeting with a representative of the Shop Committee at the time of hiring.

### **Section 2: Union Shop**

Each employee shall, at the time of hiring and as a condition of employment or continued employment become a member of the Union and maintain membership therein. Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing.

### **Section 3: Discharge of Non-members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

### **Section 4: Union Membership**

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the Union's Constitution and in accordance with the By-Laws of the Union.

### **Section 5: No Discrimination for Union Activity**

The Company and the Union agree that there shall be no discrimination against any employee for past or present Union membership or legitimate Union activity.

### **Section 6: Employer Deductions from Wages - Employee Benefit Plans**

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the Parties to the Collective Agreement.

### **Section 7: Bulletin Boards**

The Company shall provide space for one bulletin board at each Operational Unit for posting of legitimate Union materials as approved for posting by the Stewards.

### **Section 8: Check-off**

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hire.

In the event an employee is in arrears of Union dues the Local Union shall notify the Company and the employee by letter, of the amount of back dues owed.

The Company shall remit the dues deducted pursuant to such assignment to Local 1-1937 not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

### **Section 9: Recognition and Rights of Stewards**

The Company recognizes the Union's right to select a minimum of three (3) and up to seven (7) Stewards to represent the employees at each facility. The Union agrees to provide the Company with the names of the employees designated as Stewards. A Steward shall obtain the permission, twenty-four (24) hours in advance, of his/her immediate supervisor before leaving his/her work to perform his/her duties as a Steward. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

### **Section 10: Union Representation**

- (a) The Employee shall have the right to have Union Representation present at any discussion where the Supervisor intends to interview that employee for disciplinary purposes. The Supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the Employee may contact



his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

- (b) The Union Shop Steward and new employees shall be given the opportunity to meet within regular working hours of the new Employee without loss of pay for twenty (20) minutes during the first two (2) rotations of their employment.
- (c) Upon request, the Company shall make available to the Union, Seniority Lists containing information required by the Union such as job descriptions, positions in the Bargaining Unit, wage rates, information, reports, and records.

### **Section 11: Access to Operation**

Official Union Representatives shall obtain reasonable access to the Company's employees for the purposes of this Agreement, including the ratification of this Agreement by the Company's employees, which access shall be granted by the Company at the Union's request and on such reasonable written terms and conditions as may be laid down by the Company.

### **Section 12: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

### **Section 13: Company Policies**

Policies made by the Company will not conflict with this Collective Agreement. The Union will be provided copies of all policies upon request.

## **ARTICLE 4 – JOINT UNION/MANAGEMENT CONSULTATION**

### **Section 1: Labour/Management Consultation Committee**

A Labour/Management Committee shall be formed of two (2) management and/or supervisory employees and two (2) shop stewards from the site and a Local Union Rep. This Committee shall meet at the request of either Party. The purpose of this Committee is to promote the cooperative resolution of workplace issues, to foster the development of work-related skills and to promote workplace productivity.

## **ARTICLE 5 – TECHNOLOGICAL CHANGE/ADJUSTMENT**

Section 54 of the *Code* applies to this Agreement. It states:

- 54 (1) If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a Collective Agreement applies,
- (a) the Company must give notice to the Trade Union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
  - (b) after notice has been given, the Company and Trade Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - (i) consideration of alternative to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
    - (ii) human resource planning and employee counselling and retraining;
    - (iii) notice of termination;
    - (iv) severance pay;
    - (v) entitlement to pension and other benefits including early retirement benefits;
    - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Company and the Trade Union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that Act.

## **ARTICLE 6 – HOURS OF WORK**

### **Section 1: Hours of Work**

The normal work schedule for employees will be fourteen (14) days on followed by seven (7) days off. Employees may be scheduled for up to ten (10) hours for work in a day. The parties may, by mutual agreement, implement alternative rotations, hours of work and schedules to meet the needs of the business and local employees.

An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work will receive a minimum of four (4) hours pay at their prevailing hourly rate.

### **Section 2: Overtime**

- (a) Any hours worked by an employee in excess of eight hours per day shall be paid at time and one-half (1.5x) the base hourly rate up to eleven (11) hours worked per day.
- (b) Any hours worked in excess of eleven (11) hours per day, will be paid at the rate of double time (2x) the base hourly rate.
- (c) All overtime hours shall be pre-approved by the Company.
- (d) All hours worked on a Saturday or Sunday shall be paid at the rate of time and one-half (1.5x) the base hourly rate

### **Section 3: Rest Periods and Meal Breaks**

All employees working shifts of ten (10) hours or longer are entitled to one (1) unpaid meal break of thirty (30) minutes per shift as well as one (1) paid fifteen (15) minute break and one paid ten (10) minute break. Breaks shall be evenly distributed during the shift with the thirty (30) minute meal break scheduled as close as possible to the mid-point of the shift. Employees will be entitled to a fifteen (15) minute paid rest period prior to working any agreed overtime at the end of their regular shift.

Rest periods and Meal breaks for all other shifts shall be agreed upon by the Parties prior to implementation.

## **ARTICLE 7 – ANNUAL VACATION**

### **Section 1: Entitlement**

Annual Vacations shall be earned at the rate of:

- (a) After one (1) year of continuous service employees shall receive fifteen (15) normal working days of vacation annually, paid at 6% of gross earnings in the previous year.
- (b) After five (5) years of service employees shall receive twenty (20) normal working days of vacation annually, paid at 8% of gross earnings in the previous year.
- (c) After ten (10) years of service employees shall receive twenty-five (25) normal working days per year of service paid at 10% of gross earnings in the previous year.

## **Section 2: Vacation Pay**

- (a) Upon receipt of fourteen (14) days' written notice, the Company shall pay to the employee, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.
- (b) Within each department, employees with the greatest general seniority will be permitted to choose one scheduled week of vacation, followed by the employee with the next greatest general seniority. This process is then repeated for the remaining vacation weeks. Vacation requests will be submitted before March 15<sup>th</sup> of each calendar year to maintain your seniority rights for vacation entitlement. Any vacation requests made after March 15<sup>th</sup> of the calendar year will be made on a first come first served bases with regards to the efficiency of the operation.

## **Section 3: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) The employee will have the option to forego (i.e. be "paid out") any part of their earned vacation in excess of statutory minimums. Current statutory minimums are:
  - (i) Five years' service or less – at least 2 weeks' vacation
  - (ii) Greater than five years' service – at least 3 weeks' vacation

## **Section 4: Vacation Pay on Termination**

An employee whose employment is terminated shall receive any unused vacation entitlement pay earned during the period of vacation entitlement in accordance with Article 7, Section 1.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### **Section 1:**

"Statutory Holiday" means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other holiday prescribed by regulation.

### **Section 2: Entitlement**

Any employee who has been employed by the Company for at least thirty (30) calendar days is entitled to statutory holiday pay.

All leave of absences for Union business of less than thirty (30) calendar days will be considered time worked for the purposes of calculating Statutory Holiday pay.

### **Section 3: Statutory Holiday Pay**

- (a) An eligible employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday, will be paid for the statutory holiday based on their regular daily hours of work at their regular rate of pay earned during the previous thirty (30) calendar days preceding the statutory holiday.
- (b) The average day's pay provided applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.
- (c) An eligible employee who works on a statutory holiday must be paid:
  - (i) Time and one-half (1.5x) the employee's regular wage for the time worked up to eleven (11) hours.
  - (ii) Double (2x) the employee's regular wage for any time worked over eleven (11) hours.

## **ARTICLE 9 – SENIORITY**

### **Section 1: Principle**

The Company recognizes the principle of seniority, competency considered for layoffs, recall, training, job postings, overtime, shift preference and vacations.

### **Section 2: Reduction & Recall of Forces**

- (a)
  - (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Stewards as soon as possible.
  - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided, however:

- (ii) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (iii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### **Section 3: Recall**

- (a) Employees will be recalled in order of Operational Unit Seniority within the Operational Unit provided that the employee has the qualifications to perform the required job functions. The Company will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone then the Company will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.
- (b) The employee must reply to the call to work within seven (7) calendar days of proof of delivery of call to work and report to work on a specified day.
- (c) It shall be the Company's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer and Local Union in writing of any change of address and other contact information.

### **Section 4: Retention during Layoff**

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees laid-off with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service. Maximum seniority retention is twenty-four (24) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated upon the completion of one (1) day's work.

### **Section 5: Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for five hundred (500) hours worked. During the probationary period, they are to be considered temporary workers only and during this same period, no seniority rights shall be recognized. Upon completion of the probation period, the employee shall be entitled to seniority dating back to the first day worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by the Company or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

### **Section 6: Service Lists**

It is agreed that upon request of the Union, Service Seniority and Operational Unit Seniority lists will be supplied by the Company setting out the names of the employees and the employees' Service Seniority and Operational Unit Seniority. However, such request shall not be made or granted more than four (4) times during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

### **Section 7: Loss of Seniority**

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- voluntarily leaves the employ of the Company;
- is discharged by the Company for proper cause;
- is laid off and is not recalled to employment within the recall period;
- fails to reply to a recall notice within seven (7) calendar days of the recall notice;
- is absent without leave;
- accepts a severance package.

### **Section 8: Bumping Provisions**

(a) In the event of a layoff, the Company shall supply to an employee and the Union designate an accurate list of employees that may be bumped by the employee based on their seniority and competency. An employee must exercise their bump option within five (5) days of receiving the lists.

(b) The employee shall receive the rate of pay for the new position.

### **Section 9: Individual Termination Pay**

When an employee is terminated, except for 1) proper cause, 2) the expiration of recall rights, or 3) decline of recall and the group termination provisions of the *Employment Standards Act* do not apply; employees will be paid or provided the equivalent working notice in accordance with the following:

- after three (3) consecutive months of employment the equivalent of one (1) weeks' pay;
- after twelve (12) months of continuous employment the equivalent to two (2) weeks' pay;

- after two (2) years of continuous employment the equivalent of three (3) weeks' pay; and
- for each additional year of continuous employment, the equivalent of one (1) additional week's pay to a maximum of the equivalent of eight (8) weeks' pay.

## **ARTICLE 10 – LEAVE OF ABSENCE**

The Parties agree that at a minimum all employees will be afforded the Employment Standards Act (ESA) legislated requirements unless the provision of this Article exceeds the requirement.

### **Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

### **Section 2: Pregnancy and Parental Leave**

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Section 2(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Section 2(d).
- (f) An employee's combined entitlement to leave under section 2(a) and Section 2 (d) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Section 2(b) or Section 2(e).

### **Section 3: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.



## **Section 4: Family Responsibility and Compassionate Care Leave**

### Family Leave:

An employee is entitled to up to five (5) days of unpaid Family Leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or;
- (b) the care or health of any other member of the employee's immediate family.

### Compassionate Care Leave:

- (a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this Section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks or such other period as may be prescribed after:
  - (i) the date the certificate is issued, or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the Company a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this Section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of twenty (26) weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this Section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

### **Section 5: Compassionate Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

### **Section 6: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brother-in-law, sister-in-law, stepchildren, step-parents, grandparents, grandparents-in-law, and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (d) Additional days off under this Section will be granted but shall be taken without pay.

### **Section 7: Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are appointed or elected as representatives to attend to Union business in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in

Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

### **Section 8: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial, Municipal, Regional office shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting such business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

### **Section 9: Jury or Crown and Coroner's Witness Duty**

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness and their regular straight-time hourly rate of pay for their regularly scheduled hours of work based on the employee's proof of pay for such duty. It is understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's duty or Crown Witness or Coroner's Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, coroner's duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

## **ARTICLE 11 – ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

#### **Step One**

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days after the date on which he is notified verbally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the grievance.

#### **Step Two**

If a satisfactory settlement is not reached at Step One, the Shop Committee shall take up the grievance with the General Manager or Assistant General Manager as designated by the Company. A statement in writing of the alleged grievance by the griever, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step Two.

#### **Step Three**

If a satisfactory settlement is not reached at Step Two, it shall be referred to the Local Union and Company District/Regional Management as designated by the Company. A policy grievance filed or declared by a member of a Plant/Camp Committee, the Local Union or by the Company, shall commence at Step Three of the grievance procedure.

#### **Step Four**

If a satisfactory settlement is not reached at Step Three, it shall be dealt with by arbitration as set forth in Article 12.

### **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Steps Two, Three, and Four within twenty-one (21) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## ARTICLE 12 – ARBITRATION

### **Section 1: Grievances**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 11, the matter shall be determined by arbitration as follows:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
  - (ii) has participated in the grievance procedure preceding the arbitration;
  - (iii) is, or has been, within a period of eight (8) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the USW, or a Company directly engaged in the Camp Service Industry.
- (c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated with or without compensation or other remedy at the sole discretion of the Arbitrator, and all their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between termination (or suspension) and reinstatement, or date of failure to rehire and an employee accepting rehire, the amount so received shall be deducted from wages payable by the company pursuant to this Section.
- (e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (f) The Parties shall appoint a panel of eight (8) Arbitrators. The single Arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) Arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.
- (g) The single Arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an Arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection the dispute shall be reassigned to the next arbitrator in the rotation.

## **Section 2: Expedited Arbitration**

To facilitate the timely resolution of grievance matters which remain unresolved following the conclusion of the procedures for Adjustment of Grievance contained in Article 11, the Parties agree to implement an expedited arbitration procedure, as follows:

- (a) One Arbitrator will be selected to serve as Chairpersons to resolve disputes referred to expedited arbitration. The Parties will each select one Chairperson who will provide available dates for hearings.
- (b) The agreement of both Parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the Parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both Parties.
- (c) The Parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration unless there is mutual agreement to extend the time limit.
- (d) The Parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the Parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the Parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the Parties will be exchanged at that same time.
- (e) Witnesses and oral submissions from the Parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration, and interpretation matters. Decisions of the Chairperson are to be rendered within ten (10) days of the hearing.
- (g) The Parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.
- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

## **Section 3: Cost Sharing**

The Parties shall jointly bear the cost of the arbitrator.

#### **Section 4: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Kitimat or at such other place as may be decided by the Parties.

### **ARTICLE 13 – WAGES AND JOB RATE RULES**

#### **Section 1: Wages**

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix “B”, however, an employee will not be prevented from receiving a higher rate of pay for their classification at the Company’s sole discretion or by mutual agreement between the Parties.

When an employee is temporarily assigned to work in a higher classification they shall be paid the wages for the higher classification, provided that they work at least five (5) hours in a higher classification.

The Company reserves the right to transfer employees into other classifications for accommodation purposes that enable either progressive return to work purposes or accommodation requirements. Any employee that falls under this provision will retain their job classification rate of pay at the time of transfer and/or accommodation for the duration of this transfer.

The Company agrees to notify the Union within (60) sixty days of any new classifications they add to the Bargaining Unit during the term of this Collective Agreement. When any new positions are created the Parties will meet in an effort to negotiate a rate of pay and conditions for the new position. If the Parties are unable to reach an agreement the issue will be referred to a third party to reach a binding resolve. Any decision reached by a third party will be based on the prevailing rates and conditions of the industry and will be retroactive to the time the position was first worked.

The Company and the Union have agreed to investigate a Registered Retirement Savings Plan if the majority of employees confirm active participation (e.g. contribution authorization) to the Company-sponsored plan. The Company has agreed to a payroll deduction for the plan should this plan be enabled.

### **ARTICLE 14 – PAY DAYS**

The Company shall provide for pay days every second week and at that time each employee shall be furnished with an itemized and detailed statement of earnings and deductions.

Specifically, Pay Deposit Notices will identify information pertaining to separate itemized descriptive listings of all earnings (including but not limited to rates paid, hours worked, dates worked, premiums applied, lost time and vacation pay) and a separate itemized

descriptive listing of all employee deductions and deductions paid by the Company on behalf of the employee (including but not limited to union dues, statutory deductions, pension, long term disability, and all other health & welfare benefits). All earnings and deductions for the current period will be accompanied by the same corresponding year-to-date information.

All employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the employee's pay into the account directly by electronic means (e.g. direct deposit). All current and new employees are to be paid by direct deposit only and shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit, and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

## **ARTICLE 15 – HEALTH AND WELFARE BENEFITS**

Employees who have successfully completed their probation period shall participate in the Company-sponsored benefits program. The Company will pay 100% of the premiums for the benefits to the provider designated by the Company. The benefits plans are administered, governed and adjudicated pursuant to the Master Contract (Division 50 Class 54) held with the benefits provider and the Parties are bound by its terms.

## **ARTICLE 16 – TRAVEL AND LODGING**

### **Section 1: Travel to Kitimat**

Employees are responsible to get to the departure hub (e.g. Airport or Park and Ride). The Company will provide transport from the designated hub to the worksite.

### **Section 2: Lodging**

The Company will provide lodging to all employees that live more than 100km from the site while on rotation. The Company will provide meals to all employees while in camp.

### **Section 3: Local Travel**

Employees who reside in the Terrace area and travel to and from Terrace to site daily shall receive a flat rate travel allowance of twenty dollars (\$20.00) per day worked.



## **ARTICLE 17 – SAFETY EQUIPMENT**

### **Section 1: Footwear**

In addition to the rate in Appendix B, the employer shall pay each employee \$0.08 per hour worked for the purchase and use of required Safety Shoes at the worksite.

## **ARTICLE 18 – HEALTH & SAFETY**

### **Section 1: Safety Committee**

The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company on each shift for each site.

The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Acts of British Columbia and,

- (a) To make a monthly inspection of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker whether or not such injury occurred.
- (c) To hold regular meetings quarterly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

As provided for in the Occupational Health & Safety Act, a worker shall have the right to refuse dangerous work or unsafe work. No disciplinary action shall be taken against any employee by reason of the fact that he has exercised any rights conferred upon him under the Act.

The employee shall be supplied, without cost, all personal protective equipment and other devices deemed necessary to protect employees from injuries arising from their employment with the Company.

### **Section 2: WCB Incidents**

Any employee who cannot complete the shift, as directed by a medical practitioner, resulting from an injury sustained while performing their job shall be paid regular wages for the remainder of the shift they were scheduled to work.

### **Section 3: Housekeeping Workload**

Housekeepers shall be assigned no more than the following workload during a 10-hour shift:

- 30 occupied rooms, including washrooms
- 1 hallway
- 1 public washroom
- 1 laundry room

The parties shall establish a Housekeeping Workload Committee, which will meet regularly to review workload issues.

## **ARTICLE 19 – STRIKES AND LOCKOUTS**

During the life of this Agreement, the Company agrees it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee, shall authorize, encourage, or participate in any strike, suspension of work, or slow down.

Employees may honour a legal picket line. The Union, however, recognizes and understands that the Company is required to deliver, through its employees, uninterrupted services to its clients' residents or patients. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the relevant Union(s).

## **ARTICLE 20 – HUMAN RIGHTS AND HARASSMENT**

### **Section 1: Human Rights**

The Company and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, Union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

### **Section 2: Harassment**

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and to provide a workplace free of harassment and/or bullying.

All harassment complaints originating in the workplace or Company related functions will be investigated collaboratively by the Parties. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

## **ARTICLE 21 – EDUCATION AND HUMANITY FUNDS**

### **Section 1: Education Fund**

- (a) The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement.

Effective the month following the date of ratification of the Collective Agreement, Company contributions to the Fund will be \$0.05 per hour worked per employee.

- (b) The Education Fund will be used in the development and delivery of programs, which may include:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues
- Stewards Training
- Parliamentary Procedure and Public Speaking
- Communication Skills
- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety

- (c) The Company shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the employees for whom the contributions were made and the hours worked by the employee.

### **Section 2: Humanity Fund**

- (a) The Company agrees to deduct on a bi-weekly basis the amount of not less than \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.

- (b) The Company shall pay once every three months the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

**ARTICLE 22 – DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1<sup>st</sup> day of March, 2020, to midnight the 29<sup>th</sup> day of February, 2028, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 29<sup>th</sup> day of February, 2028. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
  
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Collective Agreement.

Dated this 19<sup>th</sup> day of October, 2020.

ON BEHALF OF  
**UNITED STEELWORKERS  
LOCAL 1-1937**

ON BEHALF OF  
**SODEXO CANADA LIMITED**

  
\_\_\_\_\_  
\_\_\_\_\_

Rob Martins, 10/16/2020

**APPENDIX A**



**CHECK-OFF AUTHORIZATION**  
UNITED STEELWORKERS, LOCAL 1-1937

PLEASE PRINT

**This section to be completed by Employer**

COMPANY \_\_\_\_\_ DIVISION \_\_\_\_\_

EMPLOYEE'S START DATE \_\_\_\_\_ POSITION \_\_\_\_\_

NAME OF EMPLOYEE \_\_\_\_\_

SIN \_\_\_\_\_ DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_ (month/day/year)

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ CELL \_\_\_\_\_

**This section must be completed by Member**

EMAIL ADDRESS \_\_\_\_\_

\* PLEASE CHECK ONE BOX  "OPT IN" - I authorize the Local Union to email me newsletters and updates.  
 "OPT OUT" - My email is to be used solely for personal communication with me.

Are you a Member of the USW? \_\_\_\_\_ WHICH LOCAL? \_\_\_\_\_

In which USW operation were you last employed? \_\_\_\_\_

I hereby authorize the Company to deduct from my pay each month the amount of Union dues and (if owing by me) an initiation fee, as provided in the Local Union By-Laws and the Constitution of the United Steelworkers.

Such deductions shall be remitted monthly to the Local Union.

I hereby request and accept Membership in the UNITED STEELWORKERS, and of my own free will hereby authorize the United Steelworkers, its Agents and/or Representative, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my Employer covering all such matters, including contracts which may require the continuance of my Membership in the United Steelworkers as a condition of my continued employment.

Date \_\_\_\_\_ Member's Signature \_\_\_\_\_

(White copy Local Union) (Yellow copy Company)



## APPENDIX B

### Wage Rates and Adjustments:

Position	Hire Rate	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
1 <sup>st</sup> Cook	\$24.22	\$24.69	\$25.16	\$25.63	\$26.10	\$26.57	\$27.04	\$27.51
1 <sup>st</sup> Baker	\$24.22	\$24.69	\$25.16	\$25.63	\$26.10	\$26.57	\$27.04	\$27.51
2 <sup>nd</sup> Cook	\$23.19	\$23.66	\$24.13	\$24.60	\$25.07	\$25.54	\$26.01	\$26.48
3 <sup>rd</sup> Cook	\$21.94	\$22.41	\$22.88	\$23.35	\$23.82	\$24.29	\$24.76	\$25.23
Baker Helper	\$20.60	\$21.07	\$21.54	\$22.01	\$22.48	\$22.95	\$23.42	\$23.89
General Help Team Leader	\$20.60	\$21.07	\$21.54	\$22.01	\$22.48	\$22.95	\$23.42	\$23.89
General Help	\$20.10	\$20.57	\$21.04	\$21.51	\$21.98	\$22.45	\$22.92	\$23.39
Pot/Dishwasher	\$20.60	\$21.07	\$21.54	\$22.01	\$22.48	\$22.95	\$23.42	\$23.89
General Help Janitor & Housekeeper Team Leader	\$21.32	\$21.79	\$22.26	\$22.73	\$23.20	\$23.67	\$24.14	\$24.61
General Help Rooms /Housekeeper/Janitor	\$20.10	\$20.57	\$21.04	\$21.51	\$21.98	\$22.45	\$22.92	\$23.39
Front Desk	\$21.40	\$21.87	\$22.34	\$22.81	\$23.28	\$23.75	\$24.22	\$24.69
HVAC Technician	\$43.76	\$44.23	\$45.11	\$46.02	\$46.94	\$47.88	\$48.83	\$49.81
Electrician	\$39.19	\$39.66	\$40.45	\$41.26	\$42.09	\$42.93	\$43.79	\$44.66
Plumber/Gasfitter	\$39.99	\$40.46	\$41.27	\$42.09	\$42.94	\$43.80	\$44.67	\$45.56
General Maintenance Technician	\$33.51	\$33.98	\$34.66	\$35.35	\$36.06	\$36.78	\$37.52	\$38.27

**Birthdays** – Employees who work on their Birthday shall be paid double (2x) their rate of pay.

**Shift Premium** – A night shift premium of \$1.00 per hour for all night shifts where the majority of the shift is worked between 00:00 to 06:00.

**Training** – An Employee designated by the Company to train and/or lead other employees will be paid a premium of \$0.50 for all hours required for training/leading coworker(s).

**Tuition Reimbursement Program** – A Tuition Reimbursement Program is in place; reimbursing eligible employees for fees associated with tuition; up to \$1000.00 per year and is at the discretion and approval of the Employer. Courses must be relevant to the employee’s job classification and or another classification for which the employee is working toward. For example, an employee who works in the kitchen as General Help who wishes to be certified Red Seal may apply and have up to \$1000.00 of their tuition reimbursed by the employer per year. The parties shall meet to discuss the details of this Program.

**Multi-Skilled Bonus** – Where an employee possesses two different certifications in two different trades for which the employee provides work at the worksite, the employee shall be paid an additional \$0.50 per hour in addition to the established rate for the classification.

\*\*Rates do not include the Statutory Holiday and Vacation pay.

\*\*\*Rates do not include \$0.08 per hour for Safety Shoes, as required by safety standards on the worksite.

