

COLLECTIVE AGREEMENT

BETWEEN

SODEXO CANADA LTD
MOUNT MILLIGAN CAMP



AND

STEELWORKERS, LOCAL 1-2017



January 1st, 2023 to December 31th, 2025

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A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day of _____, 2022.

BETWEEN:

SODEXO CANADA LTD. – MOUNT MILLIGAN CAMP.
Rainbow, Forest Service Road, Bulkley -Nechacko C

(hereinafter referred to as the "Company")
PARTY OF THE FIRST PART.

AND:

STEELWORKERS, LOCAL 1-2017
1777 Third Avenue, Prince George, BC

(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART.

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.

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 26, Rainbow, Forest Service Road, Bulkley Nechacko C, excluding supervisors.

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, during emergency situations, non-bargaining unit employees may be utilized to complete jobs when bargaining unit employees are not available. 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 four (4) Management, three (3) Union representatives from site and one (1) Local Union Representative. 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 1-2017 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

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a) Authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization, see Appendix A, to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the:

United Steelworkers Local 1-2017
Suite 100-1777 3rd Avenue
Prince George, British Columbia
V2L 3G7

- b) Become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

Section 3: Discharge of Non-members

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

Section 4: Union Membership

No employee shall be subject to any penalties against their 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: Process and Procedures

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.
- b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts, which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario, Canada
M5L 1K1

- d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the duties calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile or email to: **United Steelworkers, Local Union 1-2017, Attention: Financial Secretary at fax number 250-563-0274, rod@usw1-2017.ca.**
- f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip)
- g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

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 their immediate supervisor before leaving their work to perform their duties as a Steward. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. On resuming their normal duties, the Steward shall notify their Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours. The Company will make every effort to schedule meetings with a Steward inside their 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 their 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 rotation 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 the Collective Agreement. The Union will be provided copies of all policies.

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 Representative. This Committee shall meet on a monthly basis at a time mutually agreed to. 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 Article 54, subsection 1 above, 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 are the following:

- 1) twenty-eight (28) days on followed by fourteen (14) days off
- 2) fourteen (14) days on followed by fourteen (14) days off
- 3) 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) their 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) their base hourly rate.
- c) All overtime hours shall be pre-approved by the Company.
- d) All unscheduled overtime is voluntary.

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 two (2) paid fifteen (15) minute breaks. 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 scheduled 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) Zero (0) to five (5) years of continuous service employees shall receive two (2) weeks of normal working days of vacation annually, paid at four percent (4%) of gross earnings in the previous year.
- b) Six (6) to ten (10) years of service employees shall receive three (3) weeks normal working days of vacation annually, paid at six percent (6%) of gross earnings in the previous year.
- c) Eleven (11) to fourteen (14) years of service employees shall receive four (4) weeks of normal working days per year of service paid at nine percent (9%) of gross earnings in the previous year.
- d) After fifteen (15) years of service employees shall receive five (5) weeks of normal working days per year of service paid at ten percent (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 their vacation, an amount equivalent to their 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 15th of each calendar year to maintain your seniority rights for vacation entitlement. Any vacation requests made after March 15th 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 (5) years' service or less - at least two (2) weeks' vacation
 - (ii) Greater than five (5) years' service - at least three (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 Provincial 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 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 their 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 they will not be able to keep their regular job, they may elect to apply their 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 they will not be able to keep their regular job, they may elect to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided, however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of their 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 their employees and it shall be the employee's responsibility to notify their 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 - sixty (560) 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.

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:

- (i) after three (3) consecutive months of employment the equivalent of one (1) weeks' pay;
- (ii) after twelve (12) months of continuous employment the equivalent to two (2) weeks' pay;
- (iii) after two (2) years of continuous employment the equivalent of three (3) weeks' pay; and
- (iv) 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 their absence to the Company as soon as may be reasonably possible.

Section 2: Pregnancy and Parental Leave

- a) Employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) An 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, they are unable to return to work when their leave ends under Section 2(a).
- c) On the advice of their doctor, if a pregnant employee requests a transfer due to workplace conditions, they 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 six (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: Personal 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 they shall be compensated at their regular straight-time hourly rate of pay for their 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 the Company within thirty (30) calendar days after completion of their 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 the Company within thirty (30) calendar days after completion of public office.

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

Any regular 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 they 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 they are notified verbally or in writing, or on which they 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's District Regional Management as designated by the Company. A policy or termination grievance filed by the 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, by either party, to the next step 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.

If the responding party does not respond within the time limits at any step, the grievance will automatically advance to the following step. The twenty-one (21) day limit may be extended by mutual consent of both parties.

Where either party is not able to observe this time limit by reason of the absence of the aggrieved employee, the Shop Committee from the camp, or management official involved with the grievance, the said time limit shall not apply. The parties shall be bound to proceed

in such a case as quickly as may be reasonably possible.

Section 3: Sunset Clause

All warnings and suspension shall be deemed void after one (1) year from the date of issue, providing the employee has received no further related discipline.

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 request the, mutually agreed to, Arbitrator via email.

- 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.

Section 2: Cost Sharing

The Parties shall jointly bear the cost of the arbitrator.

Section 3: Place of Hearing

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

ARTICLE 13 - WAGE 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 after the first (1st) hour worked. If they work five (5) hours in any given day, at the higher rate of pay, they shall receive that higher rate for the entire shift.

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 provide the Union with as much notice as possible, of any new classifications they intend to 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.

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.

Regarding Pay Stubs:

- a) Employee's hired prior to ratification shall receive their pay stubs, via mail, as per current practice but may voluntarily sign up for electronic pay stubs;
- b) Employee's hired after ratification shall receive their pay stubs, electronically. Any Employee who requires assistance with accessing or printing their pay stubs will receive their copy on site.

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

Section 1: Maintenance

The Employer will maintain its current health and welfare plan.

Section 2: Eligibility

A Full-Time employee must complete their probationary period (see Article 9, Section 5) before they are eligible to participate in the Employee Group Insurance Plan, including Medical Services Plan, in accordance with this Article.

Section 3: Insurance Coverage

The following coverage will be instituted with a common carrier:

- a) Group Life Insurance for each qualified employee is twenty-five thousand dollars (\$25,000.00)
- b) Accidental Death and Dismemberment Insurance for each qualified employee is twenty-five thousand dollars (\$25,000.00)

Section 4: Medical Coverage

Following ratification, the split of Employer/Employee cost of medical coverage including Extended Health Benefit shall remain at seventy-five percent (75%) Employer, twenty-five percent (25%), Employee. Effective June 1, 2023, the cost of such coverage shall be provided at eighty percent (80%) by the Employer and twenty percent (20%) by the Employee.

The Extended Health Benefit shall include:

- a) Hospitalization coverage
- b) A Vision Care limit will be combined one-hundred and fifty dollars (\$150.00), per member or dependent, in any twenty-four (24) month consecutive period to cover the following:
 - Glasses
 - Contact Lenses
 - Laser Eye Surgery
 - Visual Training
 - Remedial Therapy

Eye Examinations are as follows:

- Dependent children under age twenty-one (21) - one (1) every twelve (12) months
 - All others – one (1) every twenty-four (24) months
- c) Paramedical Expense Maximums are as follows:
 - i. Chiropractors, Podiatrists, Osteopaths, Massage Therapists, Naturopaths, and Acupuncturist – four hundred (\$400.00) combined maximum each calendar year
 - ii. Physiotherapists – Included
 - iii. Psychologists/Psychotherapists/Social Worker – three hundred dollars (\$300.00) combined each calendar year
 - iv. Speech Therapist – three hundred dollars (\$300.00) per calendar year
 - d) Custom-fitted Orthopedic Shoes/Custom made Foot Orthotics will be a combined maximum of up to five hundred dollars (\$500.00) combined maximum, per person each calendar year.
 - e) Hearing Aids – three hundred dollars (\$300.00) every four (4) years.
 - f) Prescription Drugs are reimbursed at ninety percent (90%). A Prescription Drug Card is accessible through GroupNet.
 - g) Semi-Private Hospital Room – one hundred percent (100%)
 - h) Home Nursing Care – ten thousand dollars (\$10,000.00) every three (3) years

Section 5: General Principles

- a) Participation in the Plan is to be a condition of employment
- b) Lifetime Healthcare maximum is unlimited

Section 6: Dental Plan

- a) A Dental Plan will be provided based on the following general principles:
 - i. The dental fee guide in effect in your province of residence one (1) year prior to the date treatment is rendered.
 - ii. Basic dental services are reimbursed at ninety percent (90%) of approved schedule of fees. The annual plan maximum is one thousand five hundred dollars (\$1500.00) per person, each calendar year.
 - iii. Employees are encouraged to consult the benefits booklet for a full list of dental expenses covered. Before incurring any large dental expenses, employees should request that their dental service provider submit a complete treatment plan to the insurance carrier in order to obtain an approximate breakdown of benefits payable and approximate cost to employee.

Section 7: Paid Sick Days

Upon completing probation, an employee shall be provided one (1) day per month and can be accumulated up to thirty (30) paid sick days. This day will be paid at the employee's regular daily hours at straight time.

Section 8: Employee Assistance Plan

The Company will visibly display information outlining the concept, benefits, and contact information for its Employee Assistance Plan.

Section 9: Registered Retirement Savings Plan

Hourly Registered Retirement Savings Plan (RRSP)

Full-time hourly employees who have completed three (3) months of continuous employment are eligible to enroll in the Registered Retirement Savings Plan (RRSP). Enrollment in the plan is optional.

The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Mines Act and 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.

Section 2: Right to Refuse

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 they have exercised any rights conferred upon them under the Act.

Section 3: Paid for Safety Wear

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.

*See Article 17 – Safety Equipment for a list of safety equipment provided.

Section 4: Serious Incidents

- a) A Union member of the Occupational Safety and Health Committee shall be notified promptly in order that they may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- b) The incident scene shall not be disturbed, except for the purpose of saving a life or relieving human suffering, until the Incident Investigation Team have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- c) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

Section 5: Fatalities

- a) In addition to Section 2 if a workplace fatality occurs, the Company shall notify the Local Union in order that their representative may attend an inspection of the accident site and, at the same time, be provided with all the available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- b) Any one or all employees working on site, when a fatal accident has occurred, may without discrimination or loss of pay, refrain from working the balance of the shift.

Section 6: 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 7: Housekeeping Workload

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

(Parties will commit to creating a Letter of Understanding within six (6) months of ratification.)

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. In the case of a legal picket, the Union will immediately make every effort to advise the relevant Union(s) of a potential labour dispute.

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 FUND

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 five cents (\$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 one cent (\$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 1st day of January 1, 2023, to midnight the 31st day of December 2025, 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 31st day of December 2025. 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 ___ day of _____, 2023.

ON BEHALF OF:
STEELWORKERS, LOCAL 1-2017

Brian O'Rourke
Brian O'Rourke (May 18, 2023 10:29 PDT)

ON BEHALF OF:
SODEXO CANADA LTD.

Dtg Jj

Rod Park
Rod Park (May 19, 2023 10:22 PDT)

K.Slobodesky
K.Slobodesky (May 18, 2023 07:47 PDT)

T.A.
Tanya Gautam (May 19, 2023 11:51 MDT)

APPENDIX A: CHECK-OFF AUTHORIZATION



**UNITED STEELWORKERS
CHECK-OFF**



SENIORITY DATE _____ YEAR _____

NAME OF EMPLOYER _____

PLEASE PRINT

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ POSTAL CODE _____

SOCIAL INSURANCE NO. _____ Are you a member of the United Steelworkers? _____

In what operation were you last employed? _____ Local Union _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Keep Original, Forward YELLOW copy to Local Union

APPENDIX B: WAGE RATES AND ADJUSTMENTS

		Jan 1-23	Jun 1-23	Jan 1-24	Jun 1-24	Jan 1-25	Jun 1-25
Job Title	Current	1.00%	1.25%	1.25%	1.25%	1.00%	1.25%
Cook/Baker1	\$ 23.50	\$ 23.74	\$ 24.03	\$ 24.33	\$ 24.64	\$ 24.88	\$ 25.19
Cook 2	\$ 22.00	\$ 22.22	\$ 22.50	\$ 22.78	\$ 23.06	\$ 23.29	\$ 23.59
Cook 3	\$ 19.00	\$ 19.19	\$ 19.43	\$ 19.67	\$ 19.92	\$ 20.12	\$ 20.37
Housekeeper	\$ 18.00	\$ 18.18	\$ 18.41	\$ 18.64	\$ 18.87	\$ 19.06	\$ 19.30
Housekeeper Lead	\$ 20.00	\$ 20.20	\$ 20.45	\$ 20.71	\$ 20.97	\$ 21.18	\$ 21.44
Front Desk Attendant	\$ 19.00	\$ 19.19	\$ 19.43	\$ 19.67	\$ 19.92	\$ 20.12	\$ 20.37
Front Desk Lead	\$ 21.00	\$ 21.21	\$ 21.48	\$ 21.74	\$ 22.02	\$ 22.24	\$ 22.51
Food Prep Help	\$ 18.00	\$ 18.18	\$ 18.41	\$ 18.64	\$ 18.87	\$ 19.06	\$ 19.30
Janitor / Utility Worker	\$ 18.00	\$ 18.18	\$ 18.41	\$ 18.64	\$ 18.87	\$ 19.06	\$ 19.30

*** Additional \$0.08/ hour provided as a premium for appropriate footwear; wage increases following ratification will be retroactively applied to January 1, 2023.**

LETTER OF UNDERSTANDING TEMPORARY WORKERS

BETWEEN: SODEXO CANADA LTD.

AND: UNITED STEELWORKERS, LOCAL 1-2017

RE: TEMPORARY WORKERS

In the rare event that the site requires irregular, time-bound work that is beyond the capacity of the existing workforce, the Employer will notify the Union of such requirements and will fully utilize its workforce that are scheduled to be on site. All Employees who work all or part of this short-term (shutdown) shall receive a premium for eighty (\$0.80) cents per hour for all hours worked for the duration of this short-term work.

Notwithstanding the Scope clause, if the Company requires additional manpower above and beyond the existing workforce to work concurrently during this period, the Company may utilize temporary workers.

ON BEHALF OF:
STEELWORKERS, LOCAL 1-2017

Brian O'Rourke
Brian O'Rourke (May 18, 2023 10:29 PDT)

ON BEHALF OF:
SODEXO CANADA LTD.

Dtj Jj

Rod Park
Rod Park (May 19, 2023 10:22 PDT)

K.Slobodesky
K.Slobodesky (May 18, 2023 07:47 PDT)

LETTER OF INTENT- HOURS OF WORK

BETWEEN: SODEXO CANADA LTD.

AND: UNITED STEELWORKERS, LOCAL 1-2017

Re: Hours of Work

Following ratification, current employees will retain their existing schedules and the Employer shall continue its practice of scheduling according to operational requirements and individual circumstances.

The parties further agree that within the life of the collective agreement, either party may request the parties to convene and discuss the necessity of establishing a normal work schedule for employees. The Parties must mutually agree on the terms and conditions by which such rotations, hours of work, and schedules may be implemented.

The Employer shall provide the Union with a breakdown of actively used rotation, for each member, upon request. The Employer will not create any further rotations, post ratification, as per Article 6, Section 1 unless mutually agreed to.

ON BEHALF OF:
STEELWORKERS, LOCAL 1-2017

Brian O'Rourke
Brian O'Rourke (May 18, 2023 10:29 PDT)

ON BEHALF OF:
SODEXO CANADA LTD.

Dtg Jz

Rod Park
Rod Park (May 19, 2023 10:22 PDT)

K.Slobodesky
K.Slobodesky (May 18, 2023 07:47 PDT)