

COLLECTIVE AGREEMENT

-between-

Sodexo Canada Ltd.

(Hereinafter known as the "Employer")

-and-

The Construction and General Workers Union, Local 92

(Hereinafter known as the "Union")

June 1, 2023 - May 31, 2026

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ARTICLE 1 - OBJECTIVES

1.01 The objective of this agreement is to provide fair and reasonable working conditions and job security for employees; prevent strikes and lockouts; record the terms of agreement as to conditions of employment, hours of work, rates of pay and generally to assure the highest quality of production obtainable by the most economical and efficient conduct of the Employer's operations, the cleanliness and protection of the Employer's property, reasonable provisions for the health and safety of the employees and the prompt and fair disposition of disputes arising out of this agreement.

ARTICLE 2 - NO STRIKES / NO LOCKOUTS

2.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, slowdowns or stoppage of work, and the Employer agrees that there will be no lockout.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the bargaining unit as described in Certificate Number 128-2012 issued by the Alberta Labour Relations Board.

3.02 Persons excluded from the bargaining unit shall not perform bargaining unit work except in cases of emergency, and in no case, will this situation last longer than 1 shift.

3.04 The Employer signatory to this Agreement will not subcontract any work within the jurisdictions of the Union, which is to be performed at the job site, except to a contractor who is signatory to this Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 The parties hereto agree that all employees of the Employer covered by the terms of this Agreement shall become members of the Union within 15 days of the signing of this Agreement as a condition of continued employment.

4.02 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of Union dues, including working

dues, initiation fees and assessments as a condition of employment. The Union shall notify the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted in accordance herewith and the Employer shall rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws.

4.03 The Employer shall forward such dues, initiation fees and assessments to the Secretary/Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.

4.04 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names, addresses, phone numbers and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.

4.05 The Employer will indicate the amount of Union dues paid by employees on their T4 slips.

4.06 Where employees are hired directly by the Employer pursuant to Article 5.01, the Employer shall provide the Union with the opportunity to meet with new employee(s) at the site office within 5 days of hiring, during their working hours, for the purposes of orienting those new employees and having them sign Union membership application cards.

4.07 All employees shall receive clearance from the Union Hall prior to commencing employment.

4.08 The Union agrees to indemnify the Employer and hold it harmless for damages and penalties that may arise out of or by reason of any action that may be taken by the Employer for the purpose of complying with the provisions of this Article.

4.09 The Employer reserves the right to employ up to thirty percent (30%) local employees.

"Local" employees will be defined as:

1. A full-time permanent resident of the Wood Buffalo Regional Municipality or a Member of the local aboriginal community, or;
2. Someone with a local address who has residency for a minimum of six (6) Months,

If there is any doubt as to whether or not a person meets the residency requirements, the Employer and the Union agree to meet to determine the residency of the person. The method of employment shall be as per Article 5.01.

4.10 Employees dispatch slips shall show the dispatch number. The Employer is to ensure Supervisors and job stewards are supplied with a copy.

ARTICLE 5 - HIRING PROCEDURE

5.01 The Employer agrees to hire only members in good standing of the Union through the services of the Union Hall when Employees are required. Members so hired shall be in possession of a referral slip from the Union or the Union agrees to provide necessary referral slips to the Employer before commencement of work. When the Employer calls the Union for workers and the Union is unable to supply competent workers within forty-eight (48) hours, exclusive of Saturdays, Sundays, and Holidays, the Employer may engage new workers directly on the understanding that they shall make application to become members of the Union within fifteen (15) days of commencement of employment. Any such Employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated, it being understood that, failing to make proper application, the employee may be replaced by a competent Union tradesperson when such is available. It is understood that the Union has the final say in acceptance or rejection of said application. The Union will not accept persons hired directly by the Employer into membership until they have completed their probation.

5.02 All Employees who are members in good standing of the Union and all Employees who become members shall, as a condition of employment, maintain their membership in good standing.

5.03 Any employee who fails to maintain their membership in the Union as described by reason of refusal to pay dues shall be subject to discharge after seven (7) days written notice to the Employer of said employee's refusal to maintain membership.

ARTICLE 6 - JOB STEWARD AND UNION REPRESENTATIVE

6.01 Job Stewards shall be recognized by this Agreement and shall not be discriminated against. The Job Stewards shall not be terminated in his/her classification except on job completion or if terminated for cause.

6.02 The Employer recognizes the right of the Union to appoint Stewards for each shift and in each work location on the basis of one Steward for the first fifteen (15) employees and further stewards for every increase of up to fifteen (15) employees on a shift or work location. The Business Manager of the Union will notify the Employer in writing from time to time as to the

names of the Steward(s) and the areas of their responsibility and all Stewards shall be regular employees of the Employer who have completed probation.

6.03 Job Stewards shall be allowed sufficient time to perform their duties provided they have received approval from their immediate supervisor which shall not unreasonably be withheld. Stewards shall not suffer a loss of pay for attending to complaints or grievances.

6.04 An Official Representative of the Union shall have access to all work sites covered by this Agreement in carrying out their regular duties after first notifying the Supervisor or person in charge. Information pertaining to work site locations and shifts shall be made available to the Union Representative upon request.

6.05 Business Representatives shall have access to the camp covered by this Agreement in the carrying out of their regular duties and will not unduly disrupt the work force. Upon arrival at the camp, the Business Representative must immediately report to Management.

6.06 The Employer acknowledges the right of the Union to appoint up to four (4) employees to serve as members of the negotiating committee in addition to any full-time Representatives the Union may appoint to the negotiating committee.

6.07 The Union may request up to a combined total of twelve (12) days off per calendar year, without pay, for all Stewards in the bargaining unit, for Union business or training.

Where such requests are received such requests will be approved provided the leave does not interfere with the Employer's operations, such requests will be approved and will not unreasonably be withheld. This leave is over and above the time required to negotiate the Collective Agreement.

6.08 The Employer shall grant, in writing a leave of absence without pay to an employee who is elected or appointed to attend Union conventions, to participate in negotiations involving the Employer, and for other Union business or courses. The Employer agrees to co-operate with the Union to grant such leave.

ARTICLE 7 - MANAGEMENT FUNCTIONS

7.01 Except to the extent explicitly abridged by specific written provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.

7.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights include the right to direct and supervise the work force, hire, schedule, promote, determine work assignments, equipment and materials to be used, classify, transfer, lay-off and assign, and demote, discharge or discipline employees for just cause provided that a claim by an employee that he has been demoted, disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.

7.03 The Employer agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

7.04 Copies of Employer policies will be provided to the Union. Copies of Employer policies will be provided to employees upon employee requests and the Employer shall advise the Union at least ten (10) days in advance of any change in policies.

7.05 Except in situations where immediate discharge is warranted, the Employer will follow a progressive discipline procedure.

7.06 There shall be no discrimination by the Employer against any employees because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, union membership or union activity. The Employer agrees to abide by the Alberta ***Human Rights Act***.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.01 (a) No Employee will be unfairly disciplined or terminated without just cause.

(b) In the event that an employee is discharged for just and reasonable cause, the Job Steward will be notified and provided with the reasons for the discharge.

(c) A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

(d) Any employee shall have the right to have a Job Steward present at any meeting that the employee believes may be disciplinary in nature. It is the Employer's responsibility to contact the Job Steward or Business Representative and advise them

of the date and time of such meeting.

(e) The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his/her record. Failure to grieve previous discipline or to pursue such grievance to arbitration shall not be considered to be an admission that such discipline was justified.

(f) An employee or the Ranking Officer of the Union or his/her designate with the written authority of the employee shall be entitled to review the employee's personnel file.

(g) Where the Employer intends to discipline an employee, such discipline must take place within twenty-one (21) calendar days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.

(h) Any termination of an employee for cause shall, if practical but not mandatory, be preceded by:

(i) One (1) verbal warning in the presence of the employee and the Job Steward, and

(ii) One (1) written warning presented to the employee in the presence of the Job Steward.

(iii) One (1) unpaid suspension presented to the employee in the presence of the Job Steward.

(i) If, after a verbal or written warning an Employee has no other verbal or written warning within the next twenty-four (24) months, the verbal and written warning are to be considered null and void.

(j) When an Employee is terminated and considered "not for rehire" the Employer will indicate that as well as the reason on the termination slip, The Employer shall notify the Union Hall within twenty-four (24) hours of the termination in writing.

(k) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee, without the consent of the Union.

8.02 Where an employee is required to attend a meeting in which a written warning,

suspension or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his or her right to have a Union Steward present at the meeting and ensure that a Steward is present at all such meetings. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and advise the Union Business Agent of the time and place of the meeting. This does not prevent the Employer from suspending employees immediately where the situation warrants such suspension, and subject to the right to grieve such suspension. Where an employee is subject to immediate suspension the Employer will arrange for a meeting with the employee and the Business Agent within twenty-four (24) hours of the suspension.

8.03 Copies of all disciplinary letters, letters of suspensions or notices of termination issued to bargaining unit members shall be forwarded to the Union's Business Agent without delay.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance: Any complaint, disagreement of differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

9.02 (a) Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option, the employee may be accompanied by the Job Steward for the department in which the employee works,

(b) Step One

At this step, notice in writing of the grievance must be filed within fourteen (14) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, and it shall clearly state the provision of the agreement, which has been violated.

Any meeting between the parties at this step may involve the employee, will involve his/her Business Agent and a person from management other than the employee's

immediate supervisor. The Employer's representative must answer the grievance in writing within fourteen (14) working days,

(c) **Step Two**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made at a meeting that may be attended by the employee, the Business Agent and the Employer's Director of Operations.

This step must be taken by notice in writing within fourteen (14) working days of the date on which the written answer was delivered in Step One.

(d) **Step Three**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- 1) Go to a Single Arbitrator as agreed in (e) below
- 2) Go directly to full arbitration at Step Four

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have seven (7) calendar working days to agree on an Arbitrator. Failing such agreement, either party may request the Mediation Services to appoint such Arbitrator. Articles 9.03, 9.04 and 9.05 shall apply to such Single Arbitrator.

(f) **Step Four**

The final step of the grievance procedure shall be full arbitration as provided herein or by a Single Arbitrator appointed in (e) above.

(g) **Union and Employer Policy or General Grievance**

The Union or Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

9.03 **Arbitration Hearing and Award**

(a) Each party to the arbitration will bear one half(1/2) of the expenses associated with the Arbitrator.

(b) The parties recognize that they are bound by a decision of the Arbitrator, in accordance with Section 124 of the ***Labour Relations Code of Alberta***.

9.04 Authority of the Arbitration Board: The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 125 of the ***Labour Relations Code of Alberta***.

9.05 The Arbitrator shall have all the powers of an Arbitrator described in the ***Labour Relations Code***, but for greater certainty, shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms and conditions of this Agreement.

9.06 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

9.07 Both parties to this Agreement agree that the time limits may be extended by mutual agreement, which shall be in writing.

9.08 A grievance shall commence within the time limit provided, otherwise it shall be deemed to be abandoned.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 The standard shift schedules are 7 days on and 7 days off, and 14 days on and 14 days off, up to 12-hour shifts or 84 scheduled hours of work; compressed work week. No other shift schedules may be implemented without the agreement of the Union.

10.02 Any additional days worked or any hours in excess of the standard shift schedule shall be paid at the rate of time and one half (1 1/2).

10.03 No employee covered within the scope of this Agreement shall be employed at straight time more than:

- a) Twelve (12) hours in any one day;
- b) Eighty-four (84) hours in any one week

10.04 The Employer will only employ regular full-time employees with a minimum of forty (40) hours work per week to perform bargaining unit work. There will be no employment of part-time or temporary employees to perform bargaining unit work.

10.05 There shall be a paid lunch period of one-half (1/2) hour duration to be taken as close to the middle of the employee's shift as possible. There shall be a fifteen (15) minute paid break in each of the first half and the second half of the shift. If an employee works more than 10 hours they shall be entitled to a further 15 minute paid break to be taken at the beginning of the tenth (10th) hour of work.

10.06 Night Shift is defined as a shift which includes any hours worked after 12 midnight. Employees working a Night Shift shall be paid a shift premium of ninety cents (\$0.90) for the duration of the agreement. All premiums will be paid per hour for all hours worked during that shift.

10.07 The normal shift schedule for each employee shall be posted weekly and made available to an employee or Union Business Agent upon request.

10.08 An employee who reports for his/her scheduled shift and finds that no work is available, will be paid for four (4) hours at his/her regular rate of pay, unless the employee received prior notification of at least eight (8) hours not to report to work.

10.09 The Employer may change an employee's shift schedule with twenty-four hours (24) notice. No employee is required to report for work unless and until the twenty-four (24) hour notice has elapsed and a refusal to report for work with less than twenty-four (24) hours' notice cannot be considered cause for discipline or termination of employment.

10.10 Employees are entitled to a minimum of eight (8) hours rest between shifts. No employee may be scheduled to work with less than eight (8) hours rest.

10.11 The Employer agrees to distribute excess and overtime work equitably among available, qualified employees. Available overtime opportunities shall be offered on a rotational basis.

All overtime hours per the schedule will be payable if the scheduled straight time hours as per the work week schedule, excluding excusable absences hours missed. If scheduled straight time hours are missed due to unexcused absences the worker must work their straight time hours scheduled before overtime hours are earned. The employee will notify the employer prior to shift start time, to be accepted as an excusable absence when circumstances arise beyond the workers' control.

If an employee is on Modified duty, they cannot apply for overtime until they have been released from modified duty.

10.12 The Employer will not change individual employees' shift schedules as set out in Article 10.01 for the purpose of avoiding overtime.

10.13 When a need to fill a vacancy arises on the day shift such vacancy shall be posted for ten (10) working days at the site where the vacancy exists. Employees may bid for the vacancy with the employee with the greatest length of service bidding being entitled to the position. The Employer may fill the vacancy temporarily by appointment while the positing process is underway.

ARTICLE 11- PROBATIONARY PERIOD

11.01 Employees hired directly by the Employer and who were not dispatched by the Union under Article 5.01 shall serve as probationary employees until they have been employed for 90 calendar days. In the case of a layoff for shortage of work probationary employees will be laid off before any permanent employee can be laid off.

11.02 The Employer may release an employee during the probationary period for unsuitability.

A grievance by a probationary employee alleging unjust discharge may be filed at Step 2 of the Grievance Procedure. Probationary terminations shall not be arbitrable except to the extent the termination is alleged to be a violation of Article 7.06.

11.03 When an employee passes their probation the Employer shall within 2 days notify the Union.

ARTICLE 12 - WAGES

12.01 Hourly wages will be paid according to the classification and schedule set forth in Schedule "A" of this Agreement. Those employees who are currently being paid more than the appropriate Schedule "A" rate will be red circled.

12.02 In the event of new classifications or methods are introduced to perform work not covered by the classifications specified in Schedule "A" the Employer will consult with the Union prior to establishing the rate. If the parties cannot agree, the rate will be set at expedited interest arbitration and the Employer may set the rate until a decision is rendered. If the rate set at interest arbitration is greater than the rate being paid by the Employer it will be retroactive to the date the classification was first established.

12.03 When to meet the Employer's requirements, an employee is temporarily transferred to a lower classification job while work is still available for him/her at his/her regular job, he/she shall receive the wage rate for his/her regular job.

12.04 When an employee is temporarily transferred to a higher classification job, he/she shall receive the wage rate for such higher classification for the hours worked at such higher classification. A temporary transfer shall not normally exceed forty-five (45) days after which the employee shall either revert to his/her previous classification or transfer permanently to the new classification, subject to the reinstatement of an employee who has greater length of service.

12.05 Payment of wages under this Agreement shall be made bi-weekly, and shall be up to a day not more than seven (7) calendar days prior to the date of payment. The normal method of payment will be by direct deposit however alternative arrangements will be made for those employees who do not have a bank account.

12.06 When an employee's employment is terminated, all wages and holiday pay due shall be paid or arrangements made not later than the following day to mail these to the employee. The responsibility rests with the employee to state clearly his forwarding address where final cheques are to be mailed.

12.07 Employees will be paid bi-weekly. The Employer will ensure that a Statement of Earnings is provided to employees with their bi-weekly pay showing the dates of payroll period covered, social insurance number, and the following:

- (a) Straight-time hours paid
- (b) Overtime hours paid
- (c) Shift premium paid
- (d) Statutory Holiday pay
- (e) Vacation pay
- (f) Deductions from earnings and reasons for deductions
- (g) Travel allowance

12.08 Payroll errors of \$100 or more will be rectified by manual cheque no later than 48 hours after the employer receives notice of the error. Payroll errors of less than \$100 will be paid on the next cheque.

ARTICLE 13 - HOLIDAYS

13.01 The recognized holidays for this Agreement shall be:

New Years' Day	Family Day	Good Friday
Victoria Day	Canada Day	Labour Day
Nation Day for Truth & Reconciliation	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

13.02 The Employer shall pay to the Employee for each hour worked a holiday pay allowance equal to four (4) percent of the applicable rate of pay payable on each cheque.

13.03 Employees who are required to work on any of the Holidays specified in Article 13.01 above shall be paid at the rate of one and a half (1 1/2) times their regular rate of pay for all hours worked on that day.

13.04 Where a Holiday falls within an employee's vacation period such employee shall, at the employee's option, receive an additional day off for vacation immediately following the vacation period.

ARTICLE 14 - VACATIONS

14.01 The Employer shall pay to the Employee with five (5) completed years of service for each hour worked a vacation allowance equal to four (4%) percent of the applicable rate of pay. Such employees shall be entitled to two (2) weeks unpaid vacation leave.

14.02 The Employer shall pay to Employees with more than five (5) years' and less than ten (10) years of service for each hour worked a vacation allowance equal to six (6%) percent of the applicable rate of pay and the employee shall be entitled to three (3) weeks unpaid vacation leave.

14.03 The Employer shall pay to Employees with more than ten (10) years of service for each hour worked a vacation allowance equal to eight (8%) percent of the applicable rate of pay and the employee shall be entitled to four (4) weeks of unpaid vacation leave.

14.04 Vacation pay shall be paid out on each pay cheque.

14.05 Vacation requests will be submitted to the Employer by March 1st of each year and will be confirmed by the employer by April 11. Vacation time will be allotted on the basis of length of

service with the Employer. Employees who miss the cutoff date will have their vacation granted based on availability.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 The Employer may authorize a leave of absence without pay or benefits for personal reasons. Such request will be in writing with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Employer may waive the request be in writing.

When an employee is entitled to resume work under this Article, the Employer must;

- (a) reinstate the employee in the position occupied when the leave started, or
- (b) provide the employee with alternative work of a comparable nature.

15.02 In the event of the death of an employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, the Employer agrees to grant paid time off from scheduled work for one (1) scheduled day. The day must include or immediately precede or follow the day of the funeral. In addition, the employee shall be entitled to take an additional up to six (6) days unpaid leave in connection with the death. The unpaid leave days must be taken during the same shift rotation as the one (1) paid leave day, but may precede, follow, or both precede and follow, the one (1) paid leave day.

15.03 The Employer agrees to provide maternity and parental leave in accordance with the ***Alberta Employment Standards Code***. Upon return from such leave employees will be entitled to be reinstated to the same job in the same shift and work area.

15.04 An employee shall be granted one (1) day leave of absence without pay for the purpose of attending formal hearings to obtain his/her Canadian citizenship.

15.05 The Employer will grant military leave, without pay, in accordance with the provisions of the ***Alberta Employment Standards Code***.

15.06 An employee summoned to serve on a jury or as a witness shall receive the necessary time off work without pay. The employee must provide the Employer with a copy of the summons.

ARTICLE 16 - BENEFITS

16.01 The Employer has a benefit plan in effect at the time of the signing of this Agreement. The Employer agrees to continue the level of benefits and benefit plan in place unless there is agreement with the Union to change either the Plan or the benefits provided for in the Plan.

16.02 The cost of the benefit plan will be paid 100% by the Employer.

ARTICLE 17 - TRAINING FUND

17.01 The purpose of the Training Fund shall be to provide workers the opportunity to acquire and improve their skills.

17.02 The Employer will contribute ten cents (\$0.10) for each hour worked by each Employee covered by this Agreement.

17.03 Such contributions shall be remitted to the Construction & General Workers' Training Trust Fund of Alberta and Northwest Territories, and be payable by the fifteenth (15th) day of the month following. Payment to be forwarded to this Fund at the following address:

Alberta Labourers' Training Trust Fund of Alberta

12150- 154 St.

Edmonton, Alberta T5V 1J2

17.04 Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of the Employers' pay records and the Employer hereby agrees to any such inspection.

17.05 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.

17.06 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Training Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf

Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

17.07 If the Employer is found by the Trustees of the fund to be in default in remitting payments required to be made pursuant to this Article of the Agreement the Employer is required to rectify the default and remit the payments due to the Fund.

ARTICLE 18 – PENSION

18.01 Effective June 1, 2025, the Employer will pay into the Laborers' Pension Fund of Western Canada the following:

pClassification	Contribution
Probation	\$0.71
Completion of Probation	\$0.73
6 Months	\$0.74
1 Year	\$0.84
Leads	\$0.90
Garbage Truck Drivers (Only when Driving Garbage Trucks)	\$0.86
Strip & Sealers (Only when Stripping & Sealing)	\$0.86

for all hours worked by Employees covered by this Agreement. The Employer agrees to contribute for each, and every hour worked by an Employee under the job classifications set out in the Agreement.

Contributions shall be made on the basis of full or half hours and shall be made on the basis of hours worked.

18.02 All payments shall be made not later than the fifteenth (15th) day of the month following the month for which the payment is to be made.

18.03 Payment to be forwarded to the Laborers' Pension Fund of Western Canada located at:

**10154 – 108 St. NW
Edmonton, AB
T5J 1L3**

or such other place as the Trustees may designate from time to time.

ARTICLE 19 - BULLETIN BOARDS

13.01 The Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided material to the bargaining unit members.

ARTICLE 20 - WORKING CONDITIONS

20.01 Employees covered by this Agreement will take direction from the Lead Hand they are assigned or a Lead Hand designated by the manager. If a Lead Hand is not immediately available, then direction will be from the manager.

ARTICLE 21 - TRANSPORTATION

21.01 The Employer will pick up and bus employees from the Employer's Hub in Fort McMurray to the work site. Busing shall be solely at the Employer's expense and there shall be no cost to the employee.

21.02 The Employer will pay to each employee a travel allowance of \$30 (thirty dollars) round trip between Fort McMurray and the work site. For greater certainty, this means that employees travelling to and from the worksite on a daily basis will receive \$30 (thirty dollars) per day as a travel allowance. Employees for whom the Employer provides camp will receive \$30 (thirty dollars) per week as a travel allowance.

ARTICLE 22 - ROOM AND BOARD

22.01 The Employer will provide existing employees employed at the worksite as of the signing of this agreement, or recalled to work within 90 days of the signing of this agreement, with camp and meals at the worksite. Room and Board shall be solely at the Employer's expense for these employees only and there shall be no cost to the employee. In the event that an employee referred to above is temporarily laid-off and subsequently recalled within 90 days of that lay-off, the employee shall be entitled to continue to receive Room and Board in accordance with this article.

The provisions of this Article shall be applicable to employees whose primary residence is located greater than an eighty-five-kilometer (85 km) radius from the worksite.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Accident Prevention

Accident prevention regulations made pursuant to the Worker's Compensation Act together with those adopted and published by the Employer shall be observed at all times. It shall not be cause for dismissal if an employee refuses to work in contravention of such regulations. An employee may be terminated if he fails to comply, after being duly warned, of any violation of Worker's Compensation regulations or Employer safety rules.

The Employer may, in conformity with recognized safety standards, use any type, design, number or variety of machines or electrical appliances.

The Employer shall ensure, as far as possible, that its Employees and Managers are familiar with all standard safety practices.

The Union and Employer shall jointly monitor any and all abuse of any employee with regards to the Worker's Compensation Act or Health and Welfare Plan.

23.02 Where an employee is absent for bona fide sickness recognized under the Health and Welfare Plan as provided in this Agreement, or absence for compensable injury under Workers' Compensation, and when proof of medical fitness is established further by a physician and /or the Workers' Compensation Board, the employee shall provide said proof to the Union Hall. The Union Hall will forward said proof to the Employer. The Employee is to be reinstated to his/her former classification within seven (7) days of such notification unless the employee has been notified that they have been laid off.

23.03 The parties agree to establish a Joint Health and Safety Committee. The Committee will be made up of two (2) Representatives of the Employer and two (2) Representatives appointed by the Union. The Committee shall meet at least once a month. Committee minutes will be taken by an administrative person provided by the Employer, who will not be a member of the Committee, and minutes shall be copied to the parties following each meeting. The recommendations of the Committee shall be fully considered by the Employer.

23.04 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the hourly rate applicable to that shift if, as a result of such injury, the employee is sent home by a Representative of the Employer, or is hospitalized.

23.05 If an employee is requested by the Employer to escort the injured employee home or

to a hospital, that employee shall also be paid for the balance of his or her shift.

23.06 No employee shall be disciplined for refusing to perform unsafe work where the employee believes that he or she would be placed at a significant and / or immediate risk to personal health or safety.

23.07 Employees shall accept modified duty work based within their medical restrictions for any non-occupational or occupational injuries or illness.

ARTICLE 24 – PUBLIC RELATIONS

24.01 The parties hereto mutually undertake to do all possible to ensure that in relationships with the general public and the owner-client, every effort will be made toward the end that tactful relations are established and maintained. Each party hereto undertakes to mutually discuss and correct instances, which may arise prejudicial to such good relations.

24.02 The Union and the Employer agree, that only designated employees who are assigned by the Employer, are able to discuss any business-related issues with the client. It is agreed that any violation of the Article will be subject to disciplinary action up to and including termination.

ARTICLE 25 – RED CIRCLING

25.01 Where at the time this Agreement is ratified, an employee has a higher wage rate or vacation rate of pay than is provided by this Agreement, they shall maintain that greater wage rate or vacation rate of pay.

ARTICLE 25 - GENERAL

26.01 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.

26.02 Where employees are regularly required to work outside as part of their duties, during the winter months, the Employer will provide a winter coat with Company identification and gloves selected by the Employer.

26.03 If lockers are available at the workplace, the Employer will determine if the client will allow the employees to use such lockers.

26.04 Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment if the said assignment last longer than three (3) hours.

26.05 The Employer will provide employees hired after the date of signing of this Agreement a boot allowance of one hundred and fifty (\$150) dollars for the initial purchase of safety boots of a type approved by the Employer. Payment will be made to the employee after 600 hours of employment after hiring.

26.06 No employee shall be compelled or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment contained herein.

26.07 No employee shall be terminated for late arrivals due to transportation problems or accidents provided the employee, at the earliest possible time, has notified the Employer that they are not going to be able to report for work as scheduled to allow the Employer time to cover the absence. Said employee will make arrangements to attend work within twenty-four (24) hours provided of said employee is physically capable of returning to work.

26.08 For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example "they" shall mean "he or she" in the singular, and "their" shall mean "his or her" in the singular.

26.09 Should any part hereof or any provisions herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidations or such part or portion of this agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

ARTICLE 27 - DURATION

27.01 This Agreement shall be in full force and effect from the 1st day of June 2023, up to and including the 31st day of May 2026, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

27.02 Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered mail, to commence Collective Bargaining for the revision, renewal, or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the

commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.

SCHEDULE A

Classification	June 1 2023	June 1 2024	June 1 2025
Probation	\$22.84	\$23.52	\$23.52
Completion of Probation	\$23.55	\$24.25	\$24.25
6 Months	\$24.12	\$24.85	\$24.85
1 Year	\$27.05	\$27.86	\$27.86
Leads	\$29.11	\$29.98	\$29.98
Garbage Truck Drivers*	\$27.87	\$28.71	\$28.71
Strip & Sealers*	\$27.87	\$28.71	\$28.71

**Garbage Truck Driver and Stripper & Sealer wages will only be paid when performing that work.*

Otherwise, employees will be paid at the Janitorial rate.

All of which is agreed this 12 day of July 2023.

For the Company:

A handwritten signature in blue ink, appearing to read "Philip Robb", written over a horizontal line.

Philip Robb

Labour Relations & Payroll Director

Sodexo

For the Union:

A handwritten signature in blue ink, appearing to read "John Desrosiers", written over a horizontal line.

John Desrosiers

Business Manager

Construction & General Workers Union
Local 92.

Letter of Understanding No. 1

By and Between

Sodexo Canada Ltd.
(hereinafter referred to as the "Employer")

And

Construction General Workers Union Local 92

(hereinafter referred to as the "Union")

Whereas there exists a Collective Agreement between the above identified parties expiring May 31st, 2023, with agreed upon shifts and hours of work.

And Whereas the Employer must adjust current schedules within the Collective Agreement to meet the demands of Turnaround work

And Whereas the parties wish to amend the current schedules being operated within the terms and conditions highlighted in the Collective Agreement.

Now Therefore the parties agree as follows:

1. The Company and Union must mutually agree to amend the existing shifts and hours of work – highlighting hours of work, overtime pay and shift premiums.
2. The shift change will be for the duration of the Turnaround work only.

All of which is agreed this 12 day of July 2023.

For the Employer:

For the Union:





Letter of Understanding No. 2

By and Between

Sodexo Canada Ltd.
(hereinafter referred to as the "Employer")

and

Construction General Workers Union Local 92
(hereinafter referred to as the "Union")

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Whereas there exists a Collective Agreement between the above identified parties, expiring May 31, 2026.

And Whereas the Employer will be expanding its operations to the Shell Albion Oilsands Project.

Now Therefore the parties agree as follows:

1. The above noted collective agreement will cover all future work completed by the Employer at the Shell Albion Sands Expansion location.
2. All terms and conditions of the Collective Agreement will remain unchanged for the works at the Shell Albion Sands Project.

All of which is agreed this 12 day of July 2023.

For the Employer:

Philip Robb - Director Labour/ Relations and Payroll



Bobbie-Jo Butters - General Manager



For the Union:

