

Memorandum of Agreement  
-between-

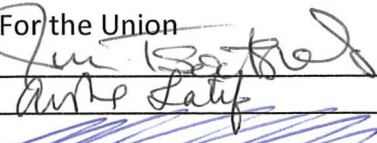
Compass Group Canada Ltd O/A  
Morrison Healthcare Retail Food Services  
At Markham-Stouville Hospital  
(The Employer)


-and-

Canadian Union of Public Employees and its  
Local 3651

- 1) The parties agree that the following document, including the attached Agreed Items as of August 25, 2014, constitutes full and final settlement of all matters in dispute between them in regards to negotiation of the First Collective Agreement between the parties.
- 2) Any matters raised by either party, and not addressed by this document shall be considered withdrawn without prejudice with the exception of any errors or omission.
- 3) Unless a matter is specifically indicated as becoming effective on another date, all provisions of this memorandum shall become effective on the date of ratification. All matters will be retroactive where such retroactivity is specifically referenced in this Memorandum.
- 4) This agreement shall be effective from Date of Ratification for a period of 3 years.
- 5) The Union agrees to unanimously recommend this settlement for ratification as full and final settlement of all matters in dispute.

Agreed to and signed at Markham this 25<sup>th</sup> day of August, 2014

For the Union  
  
\_\_\_\_\_  
Amir Latif  
\_\_\_\_\_

For The Company  
  
\_\_\_\_\_  
Julia  
\_\_\_\_\_

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## **ARTICLE 1 - PREAMBLE**

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01** The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- (a) Maintain order, efficiency and discipline, operate the facility in a profitable manner;
  - (b) Hire, rehire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Generally to manage the industrial enterprise in which the Company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines or goods to be used, the method of operating, and control of materials or goods to be used; and

- (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

**2.02** The Employer agrees that these functions shall be exercised in a manner constant with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

## **ARTICLE 3 – RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3651 as the sole and exclusive collective bargaining agent for all retail food service employees employed by Compass Group Canada o/a Morrison Healthcare Food services at Markham-Stouffville Hospital in the City of Markham save and except supervisors and persons above the rank of supervisors, office and clerical staff

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in the case of emergencies, for the purpose of instruction, short term replacement for absent employees or while awaiting the arrival of a regular employee.

### **3.03 No Other Agreements**

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **3.04 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, orientation, sex, marital status, place of residence, nor by reason of her membership or activity in the Union.

**3.05      Definition of Employee**

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

**ARTICLE 4 - NO STRIKE**

**4.01      No Strike, No Lock-Out**

- (a) In view of the orderly procedure established by this Collective Agreement for the settling of disputes and the handling of grievances, the parties agree that during the life of this Agreement, there will be no strike picketing related to this Agreement, stoppage of work or lock-out as per the Ontario Labour Relations Act.
- (b) The Union agrees that it will not involve any employees of the Company either directly or indirectly in any dispute which may arise between any other employer and the employees of such employer.

**ARTICLE 5 – UNION SECURITY**

- 5.01 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the

Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

**5.02** The parties hereto agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the respective parties, their officers, agents, supervisors, Union representatives or members towards non-union employees or towards Union employees.

**5.03** It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Company, save and except where permission has been sought and granted.

## **ARTICLE 6 - UNION DUES**

### **6.01**

#### **(a) Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

(b) 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 payment in accordance with this Article.

### **6.02**

#### **Dues Receipts**

The Employer will indicate on each employee's T-4 slip the amount of union dues deducted

**6.03      Correspondence**

- (a) The Employer shall provide the Union with the following information with respect to each employee in the bargaining unit and shall update it every six (6) months: names, addresses, telephone numbers, classifications, employment status, (full-time, regularly scheduled part-time, part-time), seniority date, date of change of status if applicable and rate of pay. The Employee may provide this information electronically if requested by the Union.
  
- b) All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Manager or his/her designate and the President and/or Vice President of the Local Union or his/her designate.

**ARTICLE 7 – REPRESENTATION**

**7.01      Bargaining Committee**

The Employer will recognize a Bargaining Committee consisting of **two (2)** employees.

**7.02      Labour/Management Committee**

A Labour/Management Committee shall be established consisting of two (2) representatives of the Union and not more than two (2) representatives of the Employer. This Committee shall meet every two (2) months or as required by either of the parties at a mutually convenient time and date. The Committee shall concern itself with reviewing suggestions from employees, matters of working conditions and service and improving conditions making for grievances and misunderstandings. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

**7.03**      Members of the Bargaining Committee properly appointed, shall suffer no loss of remuneration in respect of time properly spent by them in meeting with the Employer during their regular working hours while participating in negotiations up to and including arbitration. Permission to leave during working hours for such purposes shall first be obtained from the immediate

supervisor. Such permission shall not be unreasonably withheld. In addition, members of the Labour/Management Committee properly appointed, shall suffer no loss of remuneration in respect of time properly spent by them in meeting with the Employer during their regular working hours. All time spent performing the above shall be considered as time worked.

**7.04** The Union will supply the Employer with the names of its officers and committee members. Likewise, the Employer shall endeavour to supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business. Both notifications shall be in writing and within ten (10) days of any change.

**7.05** **Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises, **with advanced notice to on-site Management**, in order to deal with any matters arising out of this Collective Agreement.

## **ARTICLE 8 – SENIORITY**

**8.01** Seniority is defined as the length of service with the Employer in the bargaining unit from the last date of hire.

Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, lay offs, and recall, provided that the senior employee is able to meet the normal requirements of the job.

**8.02** a) An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of ninety (90) days worked. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work.

b) Employees with the same date of hire will be placed on the seniority list based in alphabetical order of last name.

### 8.03 Seniority List

In January and July of each year, the seniority list, including the employee's seniority, service date and employment status (full-time or part-time) shall be posted in the various departments and a copy mailed to the Union.

#### **Not to be included in the CBA:**

The parties agree that the Employer will provide the Union with a seniority list within thirty (30) days of ratification. The Union will have an opportunity to review the seniority list and inform the Employer of any proposed changes that need to be made.

8.04 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- (a) by voluntarily leaving the employ of the Company or retires;
- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
- (c) if an employee has been laid off and fails to reply to a recall notice, within **seven (7)** days of its mailing by registered mail or in writing to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company in writing of the circumstances and probable return date;
- (e) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
- (f) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;
- (g) if a seniority employee is laid off and not recalled within twelve (12) months from the date of lay off or the length of their seniority, whichever is lesser;

- (h) if an employee is absent due to non-occupational illness or accident for a period of **eighteen (18) months** from the date the accident occurred or the illness commenced;
- (i) if an employee is absent due to occupational illness or accident for a period of 24 months from the date the accident occurred or the illness commenced;

**8.05** Seniority shall continue to accumulate only for the first month of lay-off.

**8.06** **Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within **six (6) months**, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or her return to the bargaining unit. An Employee not returned to the bargaining unit **within six (6) months** shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of **three (3) months**, he or she shall accumulate seniority during the period of time outside the bargaining unit.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** The Employer will recognize a Grievance Committee of two (2) members, one of whom will be a Steward and who will be employees of the Employer. The Steward shall assist any employee which the Steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure. The Union will notify the Employer in writing of the names of the Grievance Committee and stewards; and of any changes thereto as they occur.

**9.02** **Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

**9.03**            **Permission to Leave Work**

- a) No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in Article 2 hereof.
  
- b) The Union recognizes that each Steward is employed full time by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement when approved to do so. Therefore, no Steward shall leave her work without obtaining the permission of her Supervisor, which permission shall not unreasonably be denied.

**9.04**            A complaint of an employee relating to any difference arising out of the interpretation, application, administration or alleged violation of a specific article of this Agreement or a case where the Employer has acted unjustly, improperly or unreasonably shall be treated as a grievance and handled in the following manner:

Any dispute will first be discussed with the Supervisor involved.

**Step 1**

If the matter is not resolved by the Supervisor, the employee, accompanied by a steward, shall within five (5) working days of the occurrence of the cause of the grievance, submit the grievance in writing to the Food Service Manager. The Manager will convene a meeting of the Grievance Committee within five (5) working days of receipt of the grievance and shall render his decision in writing within five (5) working days of the meeting.

**Step 2**

Failing settlement, the grievance will be submitted by the Grievance Committee to the Food Service Director or his designate within five (5) working days of the receipt of the Food Service Manager's reply. It is understood that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the designate may have such counsel and assistance as he may desire at such meeting. The Food Service Director or his designate shall render his decision in writing within five (5) working days after receipt by him of the grievance.

### **Step 3**

Failing settlement, the grievance may be referred to arbitration provided that the party desiring arbitration so notifies the other party in writing within ten (10) working days of the rendering of the Food Manager's or designate decision under Step 2.

Time limits mentioned herein shall be extended by mutual agreement.

#### **9.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, Step 2 of this article may be by-passed.

#### **9.06 Mediation**

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

#### **9.07 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday

## **ARTICLE 10 - ARBITRATION**

**10.01** A request by either party for arbitration made pursuant to Article 9 shall be in writing addressed to the other party and shall contain the name of the appointee to the Board of Arbitration named by the party invoking arbitration. The recipient of the notice shall, within twenty (20) working days, advise the other party of the name of its appointee to the Arbitration Board. The two appointees shall, within thirty (30) working days of the appointment of the second of them, select a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within the time stated, the Ontario Minister of Labour, upon the request of both parties, shall appoint an impartial Chairperson.

**10.02** No person shall be appointed or selected as a member of an Arbitration Board who:

- (a) has ever acted in the capacity of solicitor, legal advisor, counsel or paid agent of either party; or,
- (b) has any financial interest in the matters referred to the Board.

**10.03** The decision of the majority is the decision of the Arbitration Board, but, in the event that there is no majority, the decision of the Chairperson shall govern. The Arbitration Board shall have no power to alter or amend any of the provisions of this Agreement.

**10.04** The decision of the Board shall be final, binding and enforceable on all parties.

**10.05** Each of the parties will bear the expense of its Board member and the parties will share equally the expenses of the Chairperson.

**10.06** **Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 11 - DISCHARGE AND DISCIPLINE**

**11.01**

(a) The Employer has the exclusive right to maintain discipline including the right to discharge or suspend any employee for just cause. **The Union acknowledges that the maintenance of discipline is the sole prerogative of the Employer.**

(b) In the event an employee believes the Employer's action in discharge or disciplinary cases is arbitrary or discriminatory, the employee or the Union

may file a grievance in accordance with the provisions of the grievance and arbitration clause of this Agreement.

**11.02 Discharge Procedure**

When an employee is discharged, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge.

**11.03 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Steps 1 of the Grievance Procedure shall be omitted in such cases.

**11.04 Right to have Steward present**

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action. **The availability of a Steward or a Staff Representative will in no way limit the Employer's ability to impose discipline.**

**11.05** The record of an of employee shall not be relied upon after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the twelve (12) month period

**11.06 Access to Personnel Records**

An employee shall have the right to have access to and review her personnel record with advance notice to the Food Service Director.

## **ARTICLE 12 - PROMOTION AND STAFF CHANGES**

### **12.01      Job Postings**

When a new position is created or when a vacancy occurs which requires replacement, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the bulletin board, in all locations, for a maximum of five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted immediately. Bargaining unit members who wish to apply must do so within seven (7) working days of the original posted date.

### **12.02      Information in Postings**

Such notice shall contain the following information: Classification(s), qualifications, hours of work and wage. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applications".

### **12.03      Role of Seniority in Promotions and Transfers**

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

### **12.04      Notification to Employee and Union**

Within five (5) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all hiring's, lay-offs, recalls, and terminations.

### **12.05      Trial Period**

The successful applicant shall normally be notified within two (2) weeks of the posting and placed in the position within four (4) weeks and shall be placed on trial for a period of thirty (30) calendar days. All applicants from within the bargaining unit should be in their current position for a minimum of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee wishes, she shall be returned to her former position and wage, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and wage, without loss of seniority.

**12.06** Candidates solicited from outside the bargaining unit for vacant positions shall not be considered until all interested bargaining unit applicants have been interviewed.

**12.07**

**(a) Temporary Vacancies**

Temporary vacancies anticipated to be less than four (4) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

**b) Temporary Job Postings**

A vacancy which occurs for more than four (4) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. An employee filling a temporary vacancy of four (4) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

## **ARTICLE 13 - LAY-OFFS AND RECALLS**

### **13.01        Definition of Lay-Off**

A lay-off shall be defined as a reduction in the workplace or reduction in the regular hours of work as defined in this Agreement.

### **13.02        No New Employees**

Subject to Article 8, new employees shall not be hired until those laid off have been given an opportunity of recall, provided they are available and are qualified.

### **13.03        Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. Employees exercising this right must do so within two (2) working days of their notice of layoff.

### **13.04        Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they are qualified to perform the work available.

## **ARTICLE 14 - HOURS OF WORK**

**14.01**        The normal hours of work shall be forty (40) hours per week, eight (8) hours per day exclusive of a one half hour unpaid lunch break. This is not to be construed as a guarantee of hours per day or per week.

**14.02**        Any work which an employee is required to perform in excess of eight (8) hours per day or eighty (80) hours in a pay period shall be paid for at the overtime rate of one and one-half (1-1/2) of his regular straight time hourly rate.

### **14.03        Rest Periods**

All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours he shall be entitled to a second paid additional fifteen (15) minute break after lunch.

**14.04** Employees who work overtime shall not be required to take time off in regular hours to make up for overtime worked.

**14.05** **Call Back Pay**

An employee who has completed her regular shift and is called back in to work shall be guaranteed a minimum of three (3) hours pay at the appropriate rate.

**14.06** **Reporting Pay**

An employee reporting for work on her regular shift, without having been notified by the Employer not to report, shall be given either four (4) hours work, or, if no work of any sort is available, four (4) hours pay at her regular rate.

**14.07** **Working Schedule**

The hours of work of each employee shall be posted in an appropriate place at least one (1) week in advance of a one (1) week period.

**Changes in shifts shall be mutually agreed, except in situations beyond the Employer's control. Whenever possible, the Employer shall provide twenty four (24) hours' notice of change of shift.**

The Employer shall not normally schedule split shifts unless agreed upon between Employer and Employee.

An employee shall not normally be scheduled to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed.

Employees requesting specific days off must submit their requests in writing to their supervisor, at least two weeks in advance where possible of the requested day off. Granting of requested days shall not be unreasonably denied.

**14.08** **Days Off**

The employer shall endeavor to schedule days off in such a way as to equally distribute free weekends. A full-time employee may receive one weekend off in every two-week period, which may include Saturday and Sunday.

**14.09**      **Additional Hours Before the Schedule is Posted**

Additional hours will be offered in order of seniority within the classification first. Any remaining hours will be offered to those employees qualified and available to perform the duties, in order of bargaining unit wide seniority.

**Not to be included in the CBA: Additional hours offered shall not be offered to any employees if it will put them into an overtime situation. The hours would be offered to less seniority employees who do not have their maximum hours.**

**14.10**      **Call-Ins**

A call-in is defined as any shift which becomes available after the schedule is posted. Call in shifts may be offered in order of **rotational** seniority within the classification first. Any remaining hours will be offered to those employees **outside the classification who are** qualified and available to perform the duties, in order of bargaining unit wide seniority.

Where the employer determines overtime is required, it shall be offered to employees by **rotational** seniority, within the classification.

**14.11**      **Shift Exchanges**

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms , as supplied by the Employer and must give a minimum of **twenty four (24) hours' notice**, , and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

**14.12**      **Time Off Between Shifts**

Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

## **ARTICLE 15 – HOLIDAYS**

### **15.01 Paid Holidays**

a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

### **15.02 Pay for Regularly Scheduled Work on a Holiday**

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1 1/2) plus another day's pay or time off in lieu at a time mutually agreed within thirty (30) days preceding or succeeding the paid holiday.

**Hours of work on a paid holiday will be offered to employees by seniority provided they have the necessary skill and ability. It is understood that it is necessary that a sufficient number of employees work on the holidays set out in 15.01.**

### **15.03 Compensation for Holidays Falling on Scheduled Day Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or time off in lieu at a time mutually agreed.

### **15.04 Calculations of Holiday Pay**

The holiday pay shall be based on the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

**15.05 Qualifications for Holiday Pay**

In order to qualify for holiday pay, an employee must work her scheduled work day preceding and following the holiday, unless on a leave of absence approved by the Employer or a leave of absence through the application of this Agreement.

**15.06 Christmas and New Years**

The Employer agrees that when they are scheduling Christmas, Boxing Day and New Years, they will rotate yearly between all employees. The Employer agrees that they will first seek volunteers, by seniority, who are able to do the work.

**ARTICLE 16 – VACATIONS**

**16.01 Length of Vacations**

An employee shall receive an annual vacation in accordance with her years of employment as follows:

1 but less than 5 years	Four percent (4%) of total pay earned in previous twelve (12) months
5 but less than 10 years	Six percent (6%) of total pay earned in previous twelve (12) months
10 years plus	Eight percent (8%) of total pay earned in previous twelve (12) months

In addition, employees may elect to take vacation time off as follows:

1 but less than 5 years	Two (2) weeks
5 but less than 10 years	Three (3) weeks
10 years plus	Four (4) weeks

**16.02**                    **Compensation for Holidays Falling Within Vacation Schedule**

If a paid holidays falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay at a mutually agreed time.

**16.03**                    **Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using her vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation.

**16.04**                    **Preference in Vacations**

Seniority shall determine the selection of vacation period, keeping in mind the efficient operation of the Employer.

Requests for vacation time off must be submitted in writing and include the employee's signature by March 31st of each year. Forms will be provided by the Employer. Seniority will not apply if this request is changed at the request of the employee, or if the request is made after March 31st.

The Employer shall approve all vacation requests by April 30th. After April 30th, no changes shall be made in approved vacation except by the mutual consent of the employee and the Employer.

**16.05**                    **Vacation Schedule**

Vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled days off.

**16.06**                    **Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation not to exceed two (2) weeks unless mutually agreed upon between the employee and the Employer. An employee may request one (1) week of vacation to be taken in individual days.

**16.07**                    **Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave and is hospitalized or quarantined, bereavement or any other approved leave during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.

**16.08**                    No employee shall be required to work during her scheduled vacation period, unless by mutual agreement, in which case, regular rate of pay will apply.

**ARTICLE 17 - LEAVE OF ABSENCE**

**17.01**                    **Grievance and Arbitration Pay Provisions**

**One (1)** authorized representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

It is understood that authorized representatives of the Union shall suffer no loss of pay, benefits or seniority for the total time involved in grievance procedures.

**17.02**                    **Leave of Absence for Union Functions**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

**17.03**                    **Paid Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of a death of a parent, spouse, child, brother or sister.

An employee shall be granted three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in case of

a death of a step parent, step child, grand-parent, grand-child, mother-in-law, father-in-law, sister-in-law or brother-in-law.

For relatives not included above, the employee may request leave of up to three (3) consecutive days off without pay.

Employees shall be allowed to utilize earned annual vacation for bereavement leave, in addition to above, in order to cover required travel time or other bereavement related circumstances.

**17.04            Maternity Leave**

Pregnancy and Parental Leave shall be granted according to the Employment Standards Act of the Province of Ontario.

**17.05            Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or court witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay.

**17.06            General Leave**

An employee may be entitled to leave of absence of up to three (3) months **without pay or benefits** and without loss of seniority when she requests such leave for good and sufficient cause. Such requests shall be in writing, **fourteen (14) days in** advance and must be approved by the Employer. Such approval shall not be withheld without just cause.

17.07            If an employee is absent from work due to injury or sickness , they will be notified prior to the termination of benefit coverage, and given the opportunity to pay the employee portion of the required premiums to avoid

discontinuation, to a maximum of six (6) months from their last day of work.

If an employee is absent from work an approved leave of absence they will be notified prior to the termination of benefit coverage, and given the opportunity to pay 100% of the premiums to avoid discontinuation, to a maximum of six (6) months from their last day of work.

## **ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES**

### **18.01            Pay Days**

The Employer shall pay wages every second Friday for the current pay period in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement. All employees will be paid on every second Friday by direct deposit to the bank account so designated by the employee.

### **18.02            Pay on Transfer, Lower Rated Job**

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

### **18.03            Vacation Pay**

An employee may, upon giving at least two (2) weeks' notice, receive, on the last office day preceding commencement of her annual vacation, any pay cheques which may fall due during the period of vacation.

### **18.04            Pay on Temporary Transfer, Higher Rated Job**

An employee assigned to a higher paying job shall be paid at the higher rate of pay for all hours worked at the higher paying job.

18.05

**Meal Entitlement**

Effective date of ratification, Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the Employee through an automatic payroll deduction of **one dollar sixty five cents (\$1.65), including HST, for each shift.** A list of excluded food and drink items will be posted on the bulletin board. This Meal Allowance may be discontinued by the Employer at any time.

**ARTICLE 19 - WELFARE BENEFITS**

19.01 In no event shall the attached benefits plan (Schedule B) be reduced during the life of the collective agreement.

**ARTICLE 20 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEES**

20.01

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

## **ARTICLE 21 - GENERAL**

### **21.01 Bulletin Boards**

The Employer shall designate a specific Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **21.02 Uniforms**

Uniforms are to be supplied by Compass and Employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage.

**21.03** Premiums are not included for the purposes of calculation of any overtime compensation.

### **21.04 Volunteers**

The Union understands that volunteers play an important and integral role owned and operated by Compass' clients and that such volunteers are an important and necessary link to the broader communities served by Compass' clients. The Union agrees that it will not interfere or seek to interfere with the

right of Compass' clients to use volunteers in support of services provided within their facilities. No bargaining unit member **will suffer a loss of any kind including but not limited to a reduction of their regularly scheduled hours or loss of** overtime opportunity as a result of volunteers being present in the workplace.

## **ARTICLE 22 - GENDER**

- 22.01** Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration.

## **ARTICLE 23 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **23.01            New Employees**

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in this Collective Agreement.

### **23.02            Copies of Agreement**

On commencing employment, the employee's immediate supervisor shall provide the employee with a copy of the Collective Agreement and introduce the employee to her Union Steward.

### **23.03            Interviewing Opportunity**

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

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION-**

### **ARTICLE 24 NEW CLASSIFICATION**

**24.01** In the event that the Employer introduces a new bargaining unit classification that is not listed under Schedule "A" - Wages, the parties agree to meet and discuss the appropriate rate of pay.

**24.02** A copy of the current job description for a bargaining unit position shall be made available to the Union within **thirty (30) days notice**, upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be review with the Union at the time that the parties meet to discuss as per article 24.01

## ARTICLE 25 - COPIES OF AGREEMENT

### 25.01 Copies of Agreement

The Employer and the Union shall share the cost equally of the printing of the Collective Agreement.

## ARTICLE 26 - TERM OF AGREEMENT

### 26.01 Duration

This Agreement shall be binding and remain in effect from XXXXXXXX to XXXXXXXX and shall continue from year to year thereafter unless either party gives the other party notice in writing within ninety (90) days prior to its expiry of its desire to bargain with a view to the renewal, with or without modifications, of this agreement for the making of a new agreement.

### 26.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ON BEHALF OF  
COMPASS GROUP CANADA LTD. o/a  
MORRISON HEALTHCARE FOOD  
SERVICES

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3651

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

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## SCHEDULE "A"- Wages

	DOR	First Anniversary	Second Anniversary
General Help	\$11.35	\$11.65	\$12.00
Cook	\$13.60	\$13.90	\$14.25

A lead hand premium of \$1.00/hr shall be applied to all hours worked performing lead hand duties as assigned and approved by management.

A night shift premium of \$.25/hr shall be applied to all hours worked between the hours of 11:00pm and 6:00am as assigned and approved by management.

### Letter of Understanding #1:

Employees currently earning over the above agreed to grid at \$11.39 and \$12.39 shall receive the general wage increase listed below:

DOR: 0.35/hr,  
First Anniversary: 0.30/hr  
Second Anniversary: 0.35/hr

Employees currently making \$11.17 shall receive the general wage increase on DOR of \$0.35/hr. On the ~~Second~~ Anniversary they will receive the rate of the above agreed to grid.

*AL* *FIRST*  
Sandeep Kaur is currently the lead hand. This employee will not be eligible to make the lead hand premium. If the lead hand function is removed from this employee, their rate shall not be reduced.

Schedule "B"

COMPASS GROUP CANADA

**Benefit Summary**

<b>Hours</b>	<b>Eligibility</b>
<b>Months of Service</b>	<b>25 hours per week</b>
	<b>1<sup>ST</sup> of the month following 6 months</b>

**Comments**

**Cost Share**

**Health & Dental 70% ER, 30% EE**  
**Life insurance, AD&D 100% Company Paid**

**1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

• <b>Benefit Formula</b>	• <b>\$25,000</b>
• <b>Termination</b>	• <b>Age 65 or earlier retirement</b>

**EXTENDED HEALTH BENEFIT**

**1. DRUG BENEFIT**

**\*\*Drug Card\*\***

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Deductible	Dispensing Fee less \$6.00
d) Per Individual Maximum	\$2,000 per calendar year
e) Benefit Maximum Age	99
f) Dependent Age	21
g) Student Age	26
h) <b>Includes:</b> Diaphragms, I.U.D.'s; \$500/individual per lifetime for <b>prescription</b> anti smoking agents; \$2,400/ individual per lifetime for fertility; lancets	Covered

**2. MAJOR MEDICAL BENEFIT**

a) Annual Deductible	N/A (except for chiropractic services for
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Applicable		Ontario residents)
b) Co-payment		90%
c) Schedule of Benefits		<b>**Requires Physician Referral**</b>
**Psychologist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$1,000 per calendar year
Chiropractor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year (Ontario residents pay first \$450)
**Naturopath	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Nutritionist/Dietician	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$400 per calendar year
**Speech Therapist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Physiotherapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Osteopaths	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Massage Therapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Private Duty Nursing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Medical Supplies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Ambulance Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 every 5 years
**Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per year
Orthopedic shoes Custom made	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35 in provinces where eye exams are not covered
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 years
e) Benefit Maximum Age (Termination)		Age 99
f) Dependent Age		21
g) Student Age		26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		unlimited

### 3. VISION BENEFIT

a) Glasses Maximum	\$200/every 24 months
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision co-insurance	100%
e) Benefit Maximum Age	Age 99
f) Dependent Age	21
g) Student Age	26

### 4. HOSPITALIZATION BENEFIT

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

#### 5. DENTAL BENEFIT

a) <b>Annual Dental Single Deductible</b>	N/A
b) <b>Annual Dental Family Deductible</b>	N/A
c) Recall Frequency: <u>6</u> months	Yes
d) Fee Guide Year	Current
e) Fee Guide Based on province of employee residence	Yes
f) <b>Level 1: Basic Restorative</b> ; Coinsurance percentage	90%
g) <b>Level 2: Periodontics &amp; Endodontics</b> ; Coinsurance percentage	90%
h) Annual Maximum; <b>Level 1 &amp; 2 Combined</b>	unlimited
i) Survivor Benefit	2 years
j) Benefit Maximum Age	Age 99
k) Dependent Age	21
l) Student Age	26
m) TMJ Lifetime Maximum	\$1,000

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