

COLLECTIVE AGREEMENT

Between

COMPASS GROUP CANADA

Peterborough Regional Health Centre

and:

Canadian Union of Public Employees

(CUPE) Local 1943.1

Term: December 1st, 2021- November 30th, 2025

Table of Contents

Table of Contents..... 1

ARTICLE 1 - PREAMBLE/PURPOSE..... 3

ARTICLE 2 - RESPECT AND DIGNITY..... 3

ARTICLE 3 - RECOGNITION 3

ARTICLE 4 - DEFINITIONS 3

ARTICLE 5 - UNION SECURITY/DEDUCTION OF UNION DUES/UNION MEMBERSHIP..... 4

ARTICLE 6 - BARGAINING UNIT WORK..... 5

ARTICLE 7 - MANAGEMENT'S RIGHTS..... 5

ARTICLE 8 - NO DISCRIMINATION..... 6

ARTICLE 9 - NO STRIKE/NO LOCKOUT 6

ARTICLE 10 - UNION BUTTONS 7

ARTICLE 11 - LABOUR-MANAGEMENT COMMITTEE 7

ARTICLE 12 - UNION REPRESENTATIVE ON-SITE VISITATION 7

ARTICLE 13 - UNION STEWARDS..... 8

ARTICLE 14 GRIEVANCE PROCEDURE 8

ARTICLE 15 - ARBITRATION 10

ARTICLE 16 DISCIPLINE AND DISCHARGE 11

ARTICLE 17 - EMPLOYEE'S FILE 11

ARTICLE 18 - LEAVES OF ABSENCE 12

ARTICLE 19 - EMERGENCY LEAVE 13

ARTICLE 20 - PREGNANCY/PATERNAL LEAVE:..... 13

ARTICLE 21 - SICK LEAVE..... 14

ARTICLE 22 - HEALTH AND WELFARE BENEFITS PLAN 14

ARTICLE 23 - BEREAVEMENT LEAVE 17

ARTICLE 24 - JURY DUTY/WITNESS..... 18

ARTICLE 25 - PROBATION..... 18

ARTICLE 26 - SENIORITY.....	18
ARTICLE 27 - LAYOFF AND RECALL.....	19
ARTICLE 28 - JOB POSTING.....	20
ARTICLE 29 - NEW CLASSIFICATION.....	21
ARTICLE 30 - TEMPORARY TRANSFERS	21
ARTICLE 31- HOURS OF WORK AND OVERTIME.....	22
ARTICLE 32 - REPORTING FOR WORK PAY	23
ARTICLE 33 - TECHNOLOGICAL CHANGE	24
ARTICLE 34 - HEALTH AND SAFETY	24
ARTICLE 35 - VACATION	25
ARTICLE 36 - HOLIDAYS	26
ARTICLE 37 - UNIFORMS	27
ARTICLE 38 - CONTRACTING OUT	28
ARTICLE 39 - EDUCATION FUND	28
ARTICLE 40 - RRSP	28
ARTICLE 41 - MEAL ENTITLEMENT	28
ARTICLE 42 - TOTAL AGREEMENT	28
ARTICLE 43 - BULLETIN BOARDS.....	28
ARTICLE 44 - NEGOTIATION COMMITTEE	29
ARTICLE 45 - DURATION.....	29
ARTICLE 46 – Wages and Premiums.....	29
APPENDIX "A" - WAGES	30

ARTICLE 1 - PREAMBLE/PURPOSE

- 1.01 This AGREEMENT made and entered into, by and between Compass Group Canada at Peterborough Regional Health Centre ("Employer"), and CUPE ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the Ontario Labour Relations Act as amended from time to time, and to provide machinery for the prompt and equitable disposition of grievances to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties are agreed that in accordance with the general purpose of the agreement it is mutually advantageous that the Company operates in an efficient and profitable manner under methods which will further to the fullest extent possible the level of service to the client, the economy of the operation, the quality and quantity of output, the cleanliness of the premises and the protection of property. The Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them.
- 1.03 Wherever the masculine pronoun is used in this Agreement, it shall be understood to include the feminine pronoun wherever the context so implies, and vice versa.

ARTICLE 2 - RESPECT AND DIGNITY

- 2.01 The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by Employees, Managers or Supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

The Employer and the Union agree to abide by the Human Rights Code of Ontario as amended from time to time.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all hourly employees of Compass Group Canada, employed at Peterborough Regional Health Centre, in Peterborough, Ontario, save and except supervisors, those above the rank of supervisor, Executive Chef, office and clerical staff.

ARTICLE 4 - DEFINITIONS

- 4.01 "Full-time employees" shall mean those employees regularly scheduled for twenty-four (24) hours per week or more.

"Part-time employees" shall mean those employees regularly scheduled for less than twenty-four (24) hours per week. The status of a part-time employee is not deemed to be changed when scheduled more than twenty-four (24) hours per week when replacing absent full-time employees or during seasonal peak periods of business.

ARTICLE 5 - UNION SECURITY/DEDUCTION OF UNION DUES/UNION MEMBERSHIP

- 5.01 It shall be a continuous condition of employment with the Company that all employees shall be members of the Union in good standing and that all future employees who come within the scope of this Collective Agreement shall become members of the union, and thereafter shall remain such members in good standing.
- 5.02 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 week 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.
- 5.03 The Employer agrees to deduct from the wages of all employees in the bargaining unit, starting on the first day, an amount equal to the dues as prescribed by the Union. The Employer shall remit this amount to the Union Office monthly, not later than the twenty-fifth (25) day of the month following the month for which such deduction is made. The Employer shall provide with the remittance an alphabetic list of all employees specifying the amount deducted for each employee.
- 5.04 The Union shall notify the Employer in writing thirty (30) days in advance of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.
- 5.05 The Employer agrees to record the total dues deduction paid by each employee for the previous calendar year on his/her T-4 Income Tax form.
- 5.06 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 of change of status if applicable and their rate of pay. The Employer may provide this information electronically or on computer disk 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 of the Union. This shall include letters of offer to new employees, letters of discipline, change of status letters, etc. The Union agrees to notify the employer of the current President and any subsequent change to the position.

- 5.07 At the Union's request, the Employer may allow the Union to review payroll records, schedules, sign-in sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.
- 5.08 The Employer acknowledges that Union dues being remitted are the property of the Union, and not the Employer.
- 5.09 The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including seasonal or periodic layoffs.
- 5.10 The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

ARTICLE 6 - BARGAINING UNIT WORK

- 6.01 Supervisors will not perform bargaining unit work unless there are no bargaining unit employees available and willing to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.
- 6.02 The Company agrees not to use temporary workers unless there are no bargaining unit employees available, qualified and willing to do the work. All work shall be offered according to seniority, as set out in Article 27 (Seniority) and Article 32 (Hours of Work and Overtime).

ARTICLE 7 - MANAGEMENT'S RIGHTS

- 7.01 The Union acknowledges the exclusive function of the Company is generally to manage the enterprise in which it is engaged and particularly to:
 - a) Maintain order, discipline and efficiency
 - b) Hire, discharge, transfer, promote, schedule, demote or discipline employees provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or otherwise disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - c) Make and alter from time to time reasonable rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this agreement.
 - d) Maintain the right to schedule shifts in accordance with work requirements and not inconsistent with the terms of the Collective Agreement.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or any treatment otherwise of employees based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or disability, or for any other grounds declared unlawful by the Ontario Human Rights Code as amended from time to time. Further, the Union and the Employer agree that every employee has the right to work in an environment free from harassment, where personal worth is acknowledged and dignity respected. Harassment exists if any conduct, comment, gesture, or contact based on any ground stated above, occurs in a context that may cause offence or humiliation, or may be perceived as a condition of hiring advancement, or continuation of employment. The Ontario Human Rights Code requires that all employers ensure that their workplaces are free from discrimination and harassment. Harassment includes a course of conduct or comment which can be words or actions that insult or humiliate a person because of race, sex, creed, religion, colour, age, national origin, sexual orientation, marital status or other prohibited grounds.

The Employer and Union agree to observe the provisions of the Ontario Human Rights Code as amended from time to time.

The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining Unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

8.02 Grievances filed under this Article shall begin at Step 2. Grievances under this clause shall be handled with all possible confidentiality and dispatch.

8.03 The Employer and the Union agree they shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

9.01 No Strikes or Other Interference.

The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

9.02 Lockouts.

The Employer agrees not to conduct a lockout during the life of this Agreement.

ARTICLE 10 - UNION BUTTONS

10.01 The Employer shall not prohibit unreasonably the wearing of a union pin or button provided it is of a reasonable size and does not violate Food Handling or Safety Regulations.

ARTICLE 11 - LABOUR-MANAGEMENT COMMITTEE

11.01 The Employer and Union agree that there shall be a Labour-Management Committee consisting of no more than four (4) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each in a three (3) month period or more frequently if mutually agreed too. A written agenda shall be established for each meeting. The results of all meetings will be put in writing by the party requesting the meeting and the copies will be distributed to the Employer and the Union.

11.02 Such meetings shall not be construed as opening this Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Union members of the Labour Management Committee meetings shall suffer no loss of income or regular pay for participating in the activities of the Committee Meetings will be held at a location on the premises covered by this Collective Agreement if possible.

ARTICLE 12 - UNION REPRESENTATIVE ON-SITE VISITATION

12.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

Authorized representative of the Union will be permitted to enter the premises of the Company. The representatives of the Union shall, prior to arrival, advise the Unit Manager or her or his designate of the visit.

12.02 The Company shall provide a meeting room within Peterborough Regional Health Centre, subject to availability, at no cost, for the use of the Union. The Union shall give at least one (1) weeks' notice where possible.

ARTICLE 13 - UNION STEWARDS

13.01 The Company acknowledges the right of the union to elect, appoint or otherwise select two (2) Union Stewards and one (1) alternate stewards. The Union shall advise the Employer in writing of the names of Union Stewards. Union Stewards, unless the Steward is the grievor, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job. The employer is only required to recognize those union stewards who the Union has given written notice of to the Company.

A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

13.02 If the overall number of bargaining Unit employees either in the total Unit, on a specific shift, or in a specific work area changes significantly, the Parties will meet to discuss the number of Stewards.

ARTICLE 14 GRIEVANCE PROCEDURE

14.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until the employee has first given to her/his immediate supervisor an opportunity of adjusting her/his complaint. So as to expedite this process, the parties agree to utilize e-mail for the purposes of transmitting and responding to grievances.

14.02 A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

14.03 A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

14.04 Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at Step 3, it may be directly submitted to arbitration except as limited in the above paragraph.

14.05 The Employer shall pay employees at their regular wage rate when they are involved in a grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

14.06 Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

14.07 A group of employees may file a group grievance in writing, which is a grievance that is individual in nature but that affects more than one employee, but such group grievances do not cover discipline or discharge matters. All group grievances will be put in writing and signed by the Steward, and state the specific clauses of the Agreement allegedly violated, the redress sought, and a list of the grievors. Group grievances shall be filed at Step No. 3.

14.08 If the Employer or the Union wishes to file a policy grievance, it shall do so by providing a written copy of its grievance to the other party, within thirty (30) working days of the occurrence of the event on which the grievance is based. The party that receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same, but if there is no answer given in writing, then it shall be deemed that the claim of the grievor has been refused. If the grievance is not settled by the parties through this procedure, it may be pursued through the grievance procedure, beginning at Step No. 3.

14.09 All grievances shall be processed in the following manner:

Step 1: The matter shall be discussed by and between the employee and/or the Union Steward or union representative, and the immediate Unit Supervisor and/or designee. The alleged grievance shall be presented in writing setting forth the alleged Article(s) and the nature of the violation of the Agreement that the Union believes have been violated and the remedy being sought in this matter to Unit Supervisor and/or designee within seven (7) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. A reply shall be given by the Unit Supervisor and/or designee within seven (7) working days.

Step 2: If the grievance is not settled to the satisfaction of the Union or the grievor, it shall be submitted in writing to the Unit Manager or their designee within seven (7) working days after receiving the reply from Step 1. The appeal shall set forth the alleged facts of the grievance along with the remedy that is being sought. Either the Unit Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within seven (7) working days of being requested and include the employee, the union steward involved and/or the Chief Steward or their designate. The Union shall have the right, at any time, to be assisted by a Representative of CUPE. Within seven (7) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union, within fourteen (14) working days after receiving the District Manager or their designee's reply, shall submit the grievance to the District Manager or their designee. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held

within ten (10) working days of being requested. Within fourteen (14) working days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step Three have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. The cost of the mediator shall be shared between the parties. Such referrals shall occur within ten (10) working days after the union receives the written response from the District Manager.

ARTICLE 15 - ARBITRATION

- 15.01 When either party to this Agreement requests that a grievance be submitted for arbitration, it shall make such request in writing addressed to the other party to this Agreement. The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) working days of receipt of the moving party's list. If the parties cannot agree on a single arbitrator within a further ten (10) working days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.
- 15.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.03 The parties may agree by mutual consent to the use of a Mediator at any point of the grievance and/or arbitration procedure.
- 15.04 The parties to this Agreement shall equally share the expense of the Arbitrator and/or Mediator. Each party is responsible for costs of her/his representatives and witnesses.
- 15.05 No matter may be submitted to arbitration that has not been properly carried through all the previous stages of the grievance procedure.
- 15.06 The decision of the Arbitrator shall be final and binding on the parties. However, the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of the Agreement.
- 15.07 The time limits referred to in Article 15 (Grievance Procedure), Article 17 (Discipline and Discharge) or Article 16 (Arbitration Procedure) of this agreement may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 16 DISCIPLINE AND DISCHARGE

16.01 The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

It is understood that the Employer will give reasons for such discipline and/or discharge to the employee and the Union at time of discipline.

The Employer will administer progressive discipline. Notwithstanding the forgoing employees will be subject to suspension or summary discharge in cases of serious misconduct.

A claim by an employee that she/he has been suspended or discharged from her/his employment without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager within ten (10) working days after the employee receives notice that he has ceased to work for the Employer or returns to work after a suspension as the case may be. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases. Such special grievances may be settled by confirming the management's action in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement that is just and equitable in the opinion of the conferring parties or the Arbitrator.

16.02 All discipline or discharge shall be set out in writing, and such notices shall include the reasons for discipline or discharge.

16.03 Any notice of disciplinary action that is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, and in writing, with a copy given to the Union within one (1) working day.

16.04 When an employee has been dismissed without notice, she/he shall have the right to be interviewed by her/his Steward (if available) for a reasonable period

16.05 Investigations

In the case where the employer needs to investigate an alleged incident regarding an employee the Employer shall notify the Union President or designate with as much advanced notice as possible of any employee being investigated. The employee shall be provided with a written statement of the alleged incident(s) that are being investigated. In addition, an employee under investigation shall receive the results of the investigation in a timely manner.

The Union shall be permitted to attend all investigatory meetings with employees involved in the investigation.

ARTICLE 17 - EMPLOYEE'S FILE

17.01 All notices of disciplinary action which are intended to form part of an employee's employment record shall be withdrawn from the employee's personnel file after a period of twelve (12) calendar months from date of issue.

17.02 An employee shall have the right to have access to and review her personnel record with advance notice to the Manager. Any written response of the employee to discipline will be included as part of the file. An employee shall have the right to make copies of any material contained in his/her personnel record.

ARTICLE 18 - LEAVES OF ABSENCE

Personal Leaves of Absence

18.01 Upon written notice to the Operations Manager or designee, an employee may apply for a personal leave of absence without pay of up to six (6) calendar months. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. All leave requests shall be approved at the sole discretion of the Employer and must include a return to work date. Such leaves shall not be unreasonably denied. Personal Leaves will not be granted for purposes of taking other employment unless approved by the employer.

18.02 An employee returning from a leave of absence, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall (Article 27).

18.03 For Personal Leaves of Absences, holidays, vacations, and other benefit entitlements shall be suspended, except as required by applicable law.

Union Leave

18.04 The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

This leave will be limited to a total of three (3) employees at any one time and to a maximum bargaining unit wide of forty-five (45) working days per year. This may be extended by mutual agreement between the parties. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Part-time employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

In addition to the above, a part-time employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Part time employees will not suffer a loss of seniority when on a Union Leave.

- 18.05 The Employer may grant to an employee who has been appointed, elected or hired to a full-time or temporary position with the Union an unpaid leave of absence for a cumulative period of up to twelve (12) months. And such request shall not be unreasonably denied and may be extended upon request from the Union. Upon the conclusion of the leave of absence, such employee shall be entitled to return to their position in the bargaining unit, with no loss of seniority or service during the leave of absence.

This leave will be limited to a total of one (1) employee at any one time.

- 18.06 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 one (1) year from their last day of work.

If an employee is absent from work on 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 one (1) year from their last day of work.

ARTICLE 19 - EMERGENCY LEAVE

- 19.01 Employees shall be entitled to Personal Emergency Leave and Family Medical Leave accordance with the Employment Standards Act as amended from time to time.

ARTICLE 20 - PREGNANCY/PATERNAL LEAVE:

- 20.01 Pregnancy/Parental/Adoption leave shall be granted in accordance with the Employment Standard Act, as amended from time to time.
- 20.02 An employee shall be entitled to a Maternity Leave of Absence, not exceeding fifty-two (52) weeks (Paternity Leave not exceeding thirty-five (35) weeks), for the purpose of giving birth or adopting a child. The leave shall be without pay, with benefits, and with continuing accrual of seniority.
- 20.03 The employee shall be required to give the Employer as much advance notice of the leave as is reasonably possible and an indication of the duration of the leave being sought. At least four (4) weeks prior to the termination of the leave, the employee shall confirm with the Employer the specific date of return to work, and the Employer shall confirm that the employee's previous job or a similar job at equal pay is available.

ARTICLE 21 - SICK LEAVE

21.01 After an employee has been off sick for three (3) consecutive days, she shall be responsible to produce a medical certificate. It is agreed and understood that the employer maintains the right to request a medical certificate for any absence for which they suspect abuse.

The Employer shall reimburse employees for the cost of doctors notes, up to a maximum of \$25.00, upon proof of payment and shall reimburse employees for the cost of Treatment Memorandums, up to a maximum of \$50.00, upon proof of payment.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS PLAN

Eligibility

Hours 25/week

Months of Service 1ST of the month following 6 months of full time service

Drug Cards Yes

Travel Cards No

Cost Share 75 % ER 25% EE for Health & Dental

100% Company Paid for Life, AD&D & STD

In no event shall the attached benefit plan be reduced during the life of the Collective Agreement. It is understood that the Employer may substitute another carrier provided no particular benefit is reduced. The Employer shall provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

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

2. SHORT TERM DISABILITY

•Benefit Formula	•55% of weekly earnings
•Weekly Maximum	•EI maximum
•Benefit Payable	•1 st day accident; 1 st day hospital; 4 th day sickness
•Benefit Period	•15 weeks
•Termination	•Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT

1. DRUG BENEFIT **Drug Card**

****Non-generic drugs will be covered:**

- If there is no generic substitution; or
- If generic drugs are the same cost to the Employer; or more expensive; or
- If the employee’s physician confirms that the generic drug is not medically effective, or not medically tolerated.

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

2. MAJOR MEDICAL BENEFIT

a) Annual Deductible Applicable	N/A (except for chiropractic services for Ontario residents)
b) Co-payment	90%
c) Schedule of Benefits	**Requires Physician Referral**
**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 Chiropracist <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Nutritionist/Dietician <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Speech Therapist <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year

**Physiotherapy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	**\$300 per calendar year
**Osteopaths	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	**\$200 per calendar year
**Massage Therapy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	**\$300 per calendar year
**Private Duty Nursing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	covered
Medical Supplies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	covered
Ambulance Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	covered
Hearing Aids	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$500 every 5 years
**Orthotics	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$300 per year
Orthopedic shoes Custom made	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$80 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	\$250/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) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	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) Level 1: Basic Restorative; Coinsurance percentage	90%
g) Level 2: Periodontics & Endodontics; Coinsurance percentage	90%
h) Annual Maximum; Level 1 & 2 Combined	unlimited
i) Survivor Benefit	2 years
j)Benefit Maximum Age	Age 99
k) Dependent Age	21
l) Student Age	26
m) TMJ Lifetime Maximum	\$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.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 This benefit is available for employees who have completed probation prior to the death of a covered family member.

23.02 In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted up to a maximum period of four (4) consecutive

working days with pay for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay their regularly scheduled hours during such leave.

In the case of an employee's parent, spouse, child, brother or sister and additional one (1) day leave shall be provided.

- 23.03 For the purposes of this Article, the term "immediate family" shall be defined as employee's parent, spouse's parent, step-parent, spouse, child, sibling, legal guardian, step-child, and grandparent, brother-in-law, sister-in-law, common law and same sex spouse and grandchild.
- 23.04 Additional time off may be granted if requested to an employee, without pay, when travel is required to attend the funeral of those mentioned above.
- 23.05 An employee shall be permitted to save one (1) day to attend a memorial service held within thirteen (13) months of the death.

ARTICLE 24 - JURY DUTY/WITNESS

- 24.01 This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.
- 24.02 Employees who are required to attend jury selection or subpoenaed for jury duty or to appear as a crown witness shall be paid by the employer for a maximum of fifteen (15) days at their regular rate of pay minus any moneys (not including those received for expenses) received from the court. Proof of such remuneration shall be submitted to the Employer by the employee. The documents shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 25 - PROBATION

- 25.01 Newly hired employees shall be deemed to be probationary during their first fifty (50) days worked. Newly hired part-time employees shall be deemed to be probationary during their first six hundred and fifty (650) hours worked, or six (6) months, whichever occurs first. During the probationary period, an employee may be terminated at the sole discretion of the Employer without recourse to this Agreement.

ARTICLE 26 - SENIORITY

- 26.01 "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's most recent date of hire by the Employer in the operation covered by this agreement.

"Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification.

Classification seniority will be used for purposes of Article 31 - Hours of Work and Overtime and Scheduling.

Employer seniority will be used for purposes of Article 35, Vacation and Article 28, Job Posting and Article 27- Lay off and Recall unless specified otherwise. In the event two or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

26.02 The Employer shall post and provide to the Union, in January and June each year a copy of an up to date seniority list which shall include the name and date of hire of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence. Within thirty (30) calendar days of receiving the seniority list and providing no objections have been raised by the Union, the list shall be deemed accurate.

26.03 Loss of Seniority

Continuous employment shall be broken and an employee shall be deemed terminated for any of the following reason(s).

- a) Resignation, retirement;
- b) Discharge for just cause;
- c) Absence of three (3) consecutive days without notice to or providing a satisfactory reason to the Employer;
- d) Layoff without recall after a period of one (1) year from the date of layoff;
- e) Working during a leave of absence, except for work in conjunction with a leave for Union business or authorized by the employer;
- f) Any absence beyond an authorized leave of absence without the employer's permission or unless the employee has a satisfactory reason;
- g) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work from layoff, and failure to notify the Employer of their intentions to return to work within ten (10) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means (such as a registered letter) to the last address furnished by the employee to management.

ARTICLE 27 - LAYOFF AND RECALL

27.01 A lay off shall be defined as a reduction in the workforce or reduction in the regular hours of work.

In the event of a layoff, employees shall be laid off within their classification in reverse order of their seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising this right is qualified to perform the work of the less senior employee.

- 27.02 In the event of a permanent lay-off, employees will be permitted to exercise their seniority on a bargaining unit-wide basis subject to the provisions of Article 26.
- 27.03 Recall of the employee(s) on lay-off shall be in the inverse order of lay-off by location, provided the employee(s) being recalled has the qualifications, skill(s), ability and is competent to do the job.
- 27.04 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- 27.05 No new employee shall be hired until those laid off have been given an opportunity to return to work and have failed to do so, in accordance with Loss of Seniority provisions or have been found unable to perform the work available.

27.06 Notice of Lay-off

In the event of a permanent lay-off the Employer will:

- a) Provide the Union with at least four (4) weeks notice.
- b) Provide affected employees with notice in accordance with the Employment Standards Act.
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in the Collective Agreement.

ARTICLE 28 - JOB POSTING

- 28.01 Any new position or permanent vacancy as determined by management, of eight (8) weeks or more, shall be posted on the bulletin board that the employees read from, for not less than seven (7) consecutive calendar days. Persons shall apply for the posted vacancies by completing a form provided by the Employer and sending this written request to the Unit Manager.
- 28.02 The posting shall contain the minimum qualifications, skill requirements and wages for the posted position. The posting shall also contain the shift and work week for informational purposes only.
- 28.03 All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted who have the qualifications, skills, ability, experience and can meet the job description requirements.

If all of these factors are equal, then seniority will be the governing factor.

One additional vacancy resulting from the initial job posting shall be posted as per this article. Any subsequent vacancies can then be filled at the employer's discretion.

Temporary job vacancies of less than thirty (30) working days shall be filled at the discretion of the Employer.

28.04 If there are still no qualified applicants the Employer shall have the right to go outside the Bargaining Unit to fill the position.

28.05 Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) days worked of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority.

It is understood that the employee may opt to return to his/her former position during this time period as well.

ARTICLE 29 - NEW CLASSIFICATION

29.01 In the event that the Employer introduces a new bargaining unit classification that is not listed under Appendix "A" - Wages, the Employer shall notify the Union of the rate payable within fifteen (15) days after the commencement of the classification. The Union may, within five (5) working days of being notified, file a Union grievance in respect of the rate, commencing at Step 2 of the Grievance procedure set out in Article 15.

Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union 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 forwarded to the Union at the time that the Employer notified the local Union of the rate of pay pursuant to Article 29.01 (a) above.

ARTICLE 30 - TEMPORARY TRANSFERS

30.01 It is understood that an employee shall not be transferred to a position outside the bargaining unit without his/her consent.

Any employee required to perform work in a higher job classification for three (3) continuous hours or more will be paid at the higher rate for all hours worked.

When an employee is assigned temporarily to perform work in a classification paying a lower rate than his own shall be paid his regular rate of pay.

ARTICLE 31- HOURS OF WORK AND OVERTIME

- 31.01 The "work week" shall consist of a seven-day period beginning at Saturday and ending at Friday or as may be modified by the Employer from time to time. The bi-weekly payroll period will be defined by the company's accounting schedule.
- 31.02 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.
- 31.03 Regular work schedules showing the hours for each employee shall be posted at least two weeks in advance and cover a two-week period. Once the schedule is posted, employees must be notified of changes in her/his work schedules at least twelve (12) hours in advance, except in the cases of sickness, bereavement or accident or Act of God (i.e. natural disasters) causing a shortage of staff in any department.

The Employer shall not normally schedule split shifts unless mutually agreed to by the Employer and employee.

There shall be twelve (12) hours off between shifts.

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

The Employer shall continue their current practice and will endeavour to schedule days off in such a way as to equally distribute free weekends. A fulltime employee will receive one weekend off in every two-week period, which shall include Saturday and Sunday. Notwithstanding the above, subject to operation requirements, the Employer may schedule workers for weekend shifts if required.

Breaks

- 31.04 The following provisions apply to employee breaks:

An employee who works less than five (5) hours is entitled to one (1) paid fifteen (15) break.

An employee who works five (5) hours or more is entitled to one (1) paid fifteen (15) minute break and one (1) unpaid half (1/2) hour meal break.

An employee who works seven and one half (7 1/2) hours or more is entitled to two (2) paid fifteen (15) minute breaks and an unpaid half (1/2) hour lunch break.

- 31.05 All work performed in excess of forty (40) hours per work week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay. In order for an employee to be eligible for the overtime premium, overtime must be authorized by the Unit Manager or designee.
- 31.06 The Employer has the right to determine if overtime is necessary and to assign required overtime at its discretion.

Overtime work shall be on a voluntary basis.

Daily overtime shall be offered:

- a) First in order of seniority of those employees who are at work and working in the classification at the same location;
- b) Second in order of seniority of those employees who are at work and working in a different classification at the same location;
- c) Third, in order of seniority of those employees who are not at work and working in the classification at the same location.

The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work-week, or the hours to be worked in a day.

31.07 Nothing in this collective agreement, unless expressly specified shall be construed as a guarantee of either a minimum or maximum number of hours of work per day or per work-week.

31.08 Applicable to part-time employees:

Continuous employment shall be broken and the part-time employee shall be deemed terminated if an employee fails to work their call-in shift for four (4) consecutive call-ins within a four (4) month period unless there is a justifiable reason which is beyond the employee's control.

31.09 All online training and in-services shall be provided to employees during their regularly scheduled working hours. If the training or in-service cannot be completed during their regular shift, the employee may choose to stay late after a regularly scheduled shift to complete the training. All time spent doing online training and in-services shall be paid at the employee's regular hourly rate. At the sole option of the employee, the employee may choose to complete the online training or in-service at home and shall be compensated at their regular hourly rate for all reasonable time spent completing such training or in-service.

ARTICLE 32 - REPORTING FOR WORK PAY

32.01 An employee reporting for work by instruction of the Company or at the commencement of his/her scheduled work day, but for whom no work is available, will be offered at least three and one-half (3 ½) hours employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to three and one-half (3 ½%) hours pay at his/her regular hourly rate. This guarantee shall not apply in the event that the operations of the Company are affected by a labour dispute, fire, electrical failure, major mechanical failure or other major occurrence beyond the control of the Company. This guarantee shall not apply in the case of an employee who has been absent from his/her scheduled work and who has failed to inform the Company of his/her intention to return and the date thereof.

ARTICLE 33 - TECHNOLOGICAL CHANGE

- 33.01 "Technological change" means any change that is introduced by the Employer that is related to implementation of new technology.
- 33.02 The Employer will notify the Union as soon as reasonably possible of any technological change.

ARTICLE 34 - HEALTH AND SAFETY

- 34.01 When an obvious safety hazard is brought to the attention of the Company, corrective action will be taken to eliminate or to reduce such hazard as soon as possible, taking into consideration the nature of the hazard. Employees and Employers have obligations to work safely, promptly report hazards, any unsafe work practices, accidents or near misses.
- 34.02 The Employer shall ensure that all employees are properly trained for WHMIS within a reasonable period of time from their hire date and shall comply with all relevant health and safety legislation as it affects them.
- 34.03 A Joint Safety and Health Committee (JHSC) ("Committee") will be established if required by the Occupational Health and Safety Act of Ontario as amended from time to time. The committee composition of the JHSC shall be in accordance with OHSA of Ontario. The Employer will consider all of the recommendations from the Committee in good faith. Time spent by Union representatives on the joint committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.
- 34.04 The Joint Committee will meet monthly, or less frequently if agreed between the parties, and will be co-chaired, with the chairing of meetings alternating between the Union and the Company. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Company. Both chairpersons will sign the minutes unless there is a dispute over her/his contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- 34.05 The Joint Committee shall participate in the identification of existing or potential hazards in the workplace and make recommendations as to their control. Committee representatives will review complaints and accidents relating to the safety and health of the employees represented. The Joint Committee will make recommendations for improvements and solutions to health and safety problems to the Company.
- 34.06 The Employer recognizes its commitment to ensure that one management member and one union member of the Joint Health and Safety Committee members are Health and Safety certified in order to properly carry out their duties as members of this Committee.

- 34.07 Union members of the JHSC shall have the right to accompany any Safety Inspectors on tours and shall receive copies of any reports sent to the Employer pertaining to such inspections.
- 34.08 The JHSC will discuss health and safety training options.
- 34.09 The Employer and the Union recognize their joint obligations to create and sustain a safe workplace that is free from harassment.

The Employer will conduct an annual bargaining unit wide training session during which the Employer will review its policies on workplace, safety, violence in the workplace and harassment.

The policies and procedures referred to above shall be provided at a central location. Any corporate amendments to these policies will be provided to the Labour-Management Committee.

Threatening behaviour by customers made known to management will be raised to the client's security for them to address as appropriate.

In addition, any customer service training offered by the employer will include the topic of how to manage difficult behaviours.

ARTICLE 35 - VACATION

- 35.01 Vacation shall be granted at mutually agreed to times in accordance with business needs between the employer and employee. Preference shall be given to employees with more seniority.

Employees who have not scheduled their vacation, will be scheduled by Management.

Vacation Schedules

The vacation planner will be posted in each location no later than March of each year.

Written requests have to be submitted no later than April 1 of each year. Approved requests will be posted by April 15.

Requests submitted after April 1 will be granted on a first come first serve basis.

Vacation requests submitted after April 1 shall be confirmed or denied within two (2) weeks of such requests being submitted.

A full-time employee shall be entitled to vacation according to the following schedule.

An employee who has completed less than five (5) years of continuous service as of July 1St of any year shall be entitled:

Two (2) weeks at four (4%) percent of the previous year's gross earnings

An employee who has completed five (5) years but less than ten (10) years of continuous service as of July 1St of any year shall be entitled:

Three (3) weeks at six (6%) percent of the previous years gross earnings

An employee who has completed more than ten (10) years of continuous service shall be entitled to:

Four (4) weeks at eight (8%) percent of the previous years gross earnings.

A part-time employee shall accrue vacation pay at a rate of four (4%) percent. A part-time employee with five (5) or more years of service shall accrue vacation at a rate of six (6%) percent. A part-time employee with ten (10) or more years of service shall accrue vacation at a rate of eight percent (8%). Part-time employees will receive vacation pay on an annual basis, that being Compass Fiscal year. Vacation time off shall be in accordance with the Employment Standards Act of Ontario, that may be amended from time to time.

35.02 BEREAVEMENT DURING VACATION

Where employees scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave.

The portion of the vacation which is deemed bereavement leave will not be counted against the employee's vacation credits.

ARTICLE 36 - HOLIDAYS

36.01 Each employee shall be granted a day off with pay, at his/her regular daily rate, on each of the following statutory holidays:

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

*Floating Holiday

*An employee must submit their request to use their floating holiday, to their manager in writing, at least two (2) weeks in advance of the scheduled week in

which the day being requested occurs. Approval will not be unreasonably withheld.

- 36.02 Full-time employees will receive a regular day's pay for the above listed holidays and qualifications for the above listed statutory holidays will be in accordance with the Employment Standards Act of Ontario (ESA, 2000).

Part-time employees will receive payment and will qualify for the above listed statutory holidays in accordance with the Employment Standards Act of Ontario (ESA, 2000).

- 36.03 Should the day of observance of any of the holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected shall be entitled to, provided that he/she is eligible to receive payment for such holiday, an extra day's vacation with pay in lieu of payment for the statutory holiday.

- 36.04 An employee who is required to work on any of the statutory holidays enumerated above shall, provided that he/she is eligible to receive payment for such holiday, be paid for the time worked at one and one half (1 1/2) times his/her regular hourly rate for the hours worked, plus one (1) day off at a mutually convenient time with pay in lieu of holiday pay.

- 36.05 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 qualified to do the work.

For the rest of the Holidays listed in Article 36.01, the employer will seek volunteers, by seniority, who are qualified to do the work.

ARTICLE 37 - UNIFORMS

- 37.01 The Employer shall supply all full time employees with the required uniforms, a minimum of three (3) which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

The Employer shall supply all regularly scheduled part time employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

- 37.02 The employee will be required to launder and maintain the uniforms.
- 37.03 If an employee willfully destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.
- 37.04 Employees must wear the uniform as directed by the Employer.

37.05 Effective November 1st, 2022, all employees that have completed their probation, and annually thereafter, shall be entitled to an allowance of sixty dollars (\$60.00) annually for the purchase of anti slip shoes. This allowance will be paid to all eligible employees at one time in the month of December.

ARTICLE 38 - CONTRACTING OUT

38.01 The Company agrees to discuss with the Union any plans to contract out work normally done by employees prior to any contracting out.

ARTICLE 39 - EDUCATION FUND

39.01 The Employer shall contribute one cent (\$0.01) per hour worked by each employee to CUPE Local 1943 for the purpose of education.

ARTICLE 40 - RRSP

40.01 Employees are eligible to join the Compass Group RRSP plan after completing their probationary period. They are eligible to contribute 1.5% of their base wages per pay period which the company will match. This plan is not mandatory.

ARTICLE 41 - MEAL ENTITLEMENT

41.01 Employees are allowed an amount of food and drink for personal consumption during their shifts, to be paid for by the employee through an automatic payroll deduction of one dollar and eighty-five cents (\$1.85), including required taxes, for each shift worked. A list of excluded items will be posted on the bulletin board. This Meal Allowance may be discontinued by the Employer at any time.

ARTICLE 42 - TOTAL AGREEMENT

42.01 It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

ARTICLE 43 - BULLETIN BOARDS

43.01 The Company shall provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union for posting notices of Union activities.

43.02 All such notices must be signed by a recognized officer of the local Union, and copies of all items to be posted shall be provided to the Manager or his or her authorized designate at the time of posting.

ARTICLE 44 - NEGOTIATION COMMITTEE

44.01 The Employer will recognize a Negotiation Committee consisting of three (3) employees.

Members of the Negotiation Committee properly appointed, shall be paid their regular hourly wage for all time spent in direct negotiations, with the employer, of the renewal Collective Agreement.

ARTICLE 45 - DURATION

45.01 This Agreement becomes effective on December 1, 2021 and shall continue in effect until November 30th, 2025 and unless either party give notice that amendments are required that the party intends terminating the Agreement, then it shall continue in effect until and so on from year to year thereafter.

ARTICLE 46 - Wages and Premiums

46.01 Pay Days

The Employer shall pay wages every second week for the current pay period in accordance with Appendix "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.

46.02 Employees who are appointed as "Lead Hands" will receive a premium of one dollar (\$1.00) for each hour so appointed.

46.03 Effective December 1st, 2019 the Employer agrees to provide a long service payment to recognize continued service by its employees.

Employees with five (5) years of service with the Employer shall be provided a one time payment of two hundred dollars (\$200.00).

DATED THIS 4th DAY OF April 2022

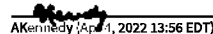
EMPLOYER

UNION



Angela Sbrocca
Angela Sbrocca (Apr 4, 2022 13:32 EDT)

Warren Andrews
Warren Andrews (Apr 4, 2022 13:31 EDT)


AKennedy (Apr 4, 2022 13:56 EDT)

Tina Durkin
Tina Durkin (Apr 5, 2022 16:23 EDT)

APPENDIX "A" - WAGES

Classification	Date of Ratification 4%	December 1 2022 2%	December 1 2023 2%	December 1 2024 2%
General Help	\$15.80	\$16.11	\$16.44	\$16.76
OTG Production	\$15.96	\$16.28	\$16.61	\$16.94
Grill	\$15.96	\$16.28	\$16.61	\$16.94
Cook	\$17.05	\$17.39	\$17.73	\$18.09
Baker	\$17.05	\$17.39	\$17.73	\$18.09

Employees who are assigned to work a night shift will be entitled to a fifty cent (\$0.50) per hour premium for all hours worked between 11 p.m. and 6 a.m.