

COLLECTIVE AGREEMENT

between

**COMPASS GROUP CANADA LTD (Chartwells)
FOOD SERVICES AT LAURENTIAN UNIVERSITY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 895**

November 1, 2022 to October 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union, and

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 All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the Employer, subject to the terms of this Agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure. The Union recognizes the right of the Employer to make such reasonable rules and regulations, not in conflict with Agreement, as it may from time to time deem best, for the purposes of maintaining order, safety, and/or effective operation of its business, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit:

The Employer recognizes Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all its employees working in the food services at Laurentian University in Sudbury, Ontario, save and except food service director, food service manager, supervisor, chef, secretary.

3.02 Work of the Bargaining Unit:

Persons whose jobs are not in the bargaining unit shall not normally perform bargaining unit work, except for instruction, for inspection of work performed, in cases of temporary work shortages, emergencies beyond the control of both parties to this Agreement, or activities of less than three (3) hours.

3.03 No Other Agreements:

No contract written or oral shall be entered into between the Employer or any of its designated representatives, and employees covered by this agreement on matters relative to hours of work, wages and working conditions, promotions, demotions or any other conditions affecting the welfare of the employees in general.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENTS

4.01 All Employees To Be Members:

Within thirty (30) days of the signing of this Agreement, all employees of the Employer shall, as a condition of 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.

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate:

The Employer and the Union agree that there shall be no discrimination with reference to this Agreement, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation, or activity, sexual orientation, sex, or marital status, disability, nor by reason of his membership or activity in the Union or any other reason; and in accordance with the Ontario Human Rights Code.

The Employer, the employees and the Union recognize the right of all employees to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority and agree that any of the aforementioned actions will not be tolerated in the workplace.

5.02 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize a person's dignity and well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions:

The employer shall deduct dues on every pay period of each month from all employees in the Bargaining Unit. The Employer shall remit the amount deducted to the Secretary-Treasurer or designate, of the National Union not later than the 15th of the month following the month in which the deductions were made.

Such remittance shall be accompanied with an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, employee number, status and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee. The Employer shall forward a copy of this electronic list to the secretary treasurer or designate, of the Local Union.

6.02 Dues Receipts:

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 A newly hired employee shall have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to twenty (20) minutes during the employee's orientation period Without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such a representative of the Union and the Collective Agreement. The Employer will advise the Union in advance in order for the Union to have a representative at such meeting.

7.02 Copies of Agreement:

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union steward or representative. The steward or representative will provide him with a copy of the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Food Service Director and the secretary of the Union. The Employer will advise the Union of the Employer's Chief Negotiator for purposes of collective bargaining.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 It is agreed that a committee will be established of three (3) regular members each from Union and Management which shall meet monthly or as required to discuss matters of mutual concern with the objectives of promoting and improving the performance of the operations in which they are engaged. This committee shall not have the power to add to, amend or delete any part of the Collective Agreement.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 Representation:

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, and elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- 10.02 Union Bargaining Committee:

A Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the committee.

- 10.03 The Union shall have the right at any time to have the assistance of representatives of the local union or of the Canadian Union of Public Employees.

The Employer agrees to give representatives of the local union or of the Canadian Union of Public Employees access to the premises of the Employer for the purpose of attending grievance meetings or other union business under this Agreement, provided that prior arrangements are made with the Food Service Director or designate. Such representatives shall have access to the premises only with the approval of the Food Service Director or designate. It is understood that such approval will not be unreasonably withheld.

10.04 Time Off for Meeting: Any representative of the Union in the Bargaining Unit, who is in the employ of the Employer, shall have the right to attend meetings between the Union and the Employer held within the employee's working hours without loss or remuneration.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee: In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The Union steward shall assist any employee which the steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

11.02 The Union will, once per calendar year, notify the Employer of the names of the following officers - President, Vice-President, Recording Secretary, Secretary-Treasurer, Stewards and Grievance Committee members. When changes occur the Union will notify the Employer of such changes within a period of ten (10) working days of such changes.

11.03 Employees who suffer from an accident, illness or from a work related injury will have representation from the Union when the Employer, employee or WSIB, meet formally to discuss reinstatement or modified work. This does not preclude the Employer from dealing directly with the injured employee to facilitate an early and safe return to work as required under the *Workplace Safety and Insurance Act*.

11.04 Grievance Committee: The stewards selected shall constitute the Grievance Committee.

11.05 Permission to Leave Work:

The Union recognizes that each steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

11.06 Definition of Grievance:

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

It is the mutual desire of the parties that complaints or grievances shall be adjusted as promptly as possible. All complaints and/or grievances shall be dealt with in accordance with the following procedures:

Grievance Procedure

Step 1: Verbal Complaint

An employee's complaint may be taken up verbally by the employee affected with his/her immediate supervisor within five (5) working days of the occurrence. Employees shall be accompanied by their steward unless they do not wish a steward present. In the case of a wage complaint the matter shall be taken up within five (5) working days from the time the employee receives his/her pay. The immediate supervisor shall give an answer within five (5) working days.

Step 2:

An employee's grievance shall be reduced to writing and taken up by the employee and the Steward or Union representative with the Food Service Director within five (5) working days of the occurrence, or in the case of a wage grievance, five (5) working days from the time the employee receives his/her pay, and the Food Service Director shall give a written answer within five (5) working days of the filing of the grievance.

The grievance shall consist of a statement of the relevant facts on which the grievor intends to rely, together with the Article number allegedly violated, and the remedy sought.

Step 3:

If the Union is not satisfied with the answer or the grievance has not been settled at Step 2, the employee, with the Union Steward and/or Union representative, may take the matter up in writing with the District Manager or an appointee within five (5) working days of the answer at Step 2.

The parties shall meet and discuss the matter and the Employer shall give a written answer within five (5) working days.

Step 4:

If the reply of the District Manager is unacceptable to the Union, the matter may be submitted, by notice in writing to the District Manager, to arbitration within ten (10) working days of the receipt of the answer at Step 3.

The procedure set out in Article 12 will then apply.

Policy Grievance:
Employer or Union Grievance

Wherever a dispute arises directly between the parties as to the interpretation, application or alleged violation of this Agreement, which does not fall into the category of an employee grievance, the matter may be initiated in writing by one party to the other at Step 2 of the Grievance Procedure within thirty-one (31) working days of the occurrence.

In the case of an Employer grievance, the written grievance shall be forwarded by registered mail to the President of Local 895, with a copy to the Recording Secretary. The Union shall give its written answer within ten (10) working days of the conclusion of discussions. If the Employer is not satisfied with the answer, the grievance shall be submitted to arbitration, within ten (10) working days of the answer with notification to the Local Union President and a copy to the Recording Secretary. For the purposes of this article, working days will be defined as Monday to Friday for grievance purposes only.

Discharge or Discipline

- (a) In the case of a discharge or discipline grievance, the matter must be initiated in writing by the aggrieved employee within ten (10) working days of the discharge. The matter will be dealt with starting at Step 2 of the Grievance Procedure.
- (b) At any time the Employer deems it necessary to suspend or discharge or otherwise discipline an employee, a Steward shall be present at a meeting when the written document is presented. If the employee fails to appear the meeting will proceed in the presence of a Union representative on the affected employee's behalf.
- (c) An employee's disciplinary record shall be cleared after a period of fifteen (15) continuous months.

All suspensions involving workplace violence and/or harassment as defined by the Ontario Human Rights Code, as amended from time to time, that are to form part of an employee's record shall remain in the employee's personnel file for a period of (24) twenty-four continuous months.

11.07 For the purposes of this Agreement, it is understood that working days are defined as being Monday to Friday and excluding Statutory Holidays.

11.08 Facilities for Grievances:

The Employer shall supply the necessary facilities for the grievance meeting.

11.09 Mutually Agreed Changes:

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other party to this agreement and at the same time nominate an Arbitrator, within five (5) days thereafter the other party shall nominate an Arbitrator. The parties shall then mutually agree upon an Arbitrator in a reasonable period of time.
- 12.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.03 The parties hereto will jointly bear the expense of the Arbitrator.
- 12.04 All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCHARGE AND DISCIPLINE

- 13.01 The Employer has the right to maintain discipline including the right to discipline, discharge, or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the responsibility of the Employer. Any such discipline shall be provided within ten (10) days of when the Employer ought to have reasonably known of the occurrence. The parties can extend this date in writing.

13.02 Right to Have Steward Present:

An employee shall have the right to have his steward present at any discussion with supervisory personnel, where the meeting is for the purpose of disciplinary interview or action. Where a supervisor intends to interview an employee for disciplinary purposes or impose disciplinary action, the supervisor shall so notify the employee and the Union in advance of the purpose of the meeting, to enable the employee to contact his/her steward to be present at the meeting.

A steward or local union officer shall have the right to consult with a C.U.P.E. staff representative and to have him present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

13.03 Access to Personnel File:

Upon the provision of reasonable notice, an employee may be entitled to view the contents of their personnel file in the presence of management and a union representative. The employee, upon request, shall be given a copy of any material contained in his/her personnel file.

13.04 Use of Demotion as Discipline:

Demotions shall not be used as a disciplinary measure.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union.

14.02 Seniority Lists:

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with a random draw. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards no later than November 30th of each year.

14.03 Probation for Newly-Hired Employees:

A newly-hired employee shall be on probation only for the first sixty (60) working days of employment. Prior to the completion of the probationary period, an employee may be terminated at any time without reference to the seniority provisions or grievance procedure set forth in this Agreement. It is understood that such discharge shall not be made in an arbitrary, discriminatory manner or in bad faith.

14.04 An employee will lose his/her seniority and employment status for any of the following reasons:

1. Written resignation which is not withdrawn within two (2) Days.
2. Discharge for just cause and not reinstated through the grievance and or arbitration process.
3. Absence from work for three (3) consecutive working days without proper notification to the Employer unless the Employee is unable to do so.
4. Failure to report for work within five (5) working days after receipt of notice by registered mail.

5. Failure to return from vacation or leave of absence on the date designated, unless such absence was extended by the Employer or the employee was unable to do so due to legitimate circumstances.
 6. Lay-off in excess of twenty-four (24) months.
 7. Use of leave of absence other than reasons requested and approved,
 8. Accepts a job beyond the scope of the Collective Agreement. It is understood that this Article shall not apply where the employee is engaged in employment with the recognized bargaining agent of the employees.
- 14.05 Transfer and Seniority Outside Bargaining Unit: No Employee shall be transferred to a position outside the bargaining unit without his/her permission.

Where an employee voluntarily transfers outside of the bargaining unit, it is understood that he/she forfeits the right to return.

- 14.06 Subject to operational requirements, part-time employees shall be guaranteed employment after the summer break providing that they give notice of their intent to return to work at the end of the spring term and indicate their availability for work within fourteen (14) days after the commencement of the fall term.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings:

When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position. Positions to be filled shall be posted within five (5) working days of vacancy. Temporary vacancies in excess of one (1) month will be posted in accordance with Article 15. Should a posting be amended it will be posted for a further five (5) days.

15.02 Information in Postings:

Such notice shall contain the following information: classification, qualifications, shift, hours of work, and wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Role of Seniority in Promotions and Transfers:

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion length of service assuming that employees are qualified.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required skills, ability and qualifications in accordance with Article 15, Section 2. Appointments from within the bargaining unit shall be filled within five working days from the time the posting procedure is completed.

15.04 Trial Period:

The successful applicant shall be notified within five (5) working days following the end of the posting period. He shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new classification, he shall be returned to his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position and wage rate **without** loss of seniority.

15.05 Notification to Employee and Union:

Within five (5) working 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 hirings, lay-offs, recalls and terminations of employment.

15.06 Handicapped and Older Worker Provision:

The Company agrees that it will abide by the Ontario Human Rights Code and the Workplace Safety Insurance Act with respect to illness, injury and/or handicap.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definitions of Lay-Off:

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of one or more full-time or regular part-time employees or the **elimination** of a position within the bargaining unit.

The fluctuation in scheduling of hours for regular part-time or casual employees shall not be considered a layoff covered by this clause.

16.02 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 bargaining-unit-wide seniority. An employee about to be laid off or an employee who suffers a reduction in hours in accordance with Article 16,01, may bump any employee with less seniority, providing the employee exercising the right has the skills, ability and qualifications to do the work of the less-senior employee. The right to bump shall include the right to bump up.

16.03 Recall Procedure:

Employees shall be recalled in the order of their seniority.

16.04 No New Employees:

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Lay-off:

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

ARTICLE 17 - HOURS OF WORK

17.01 Employees shall receive one paid fifteen (15) minute rest period for the first four (4) hours worked. Employees working more than five (5) hours shall also receive a thirty (30) minute unpaid lunch break. Employees working seven (7) hours or more will receive a second paid fifteen (15) minute rest period.

The timing of all rest periods and lunch breaks will be at the direction of their supervisor or their designate.

17.02 The Employer undertakes to use its best efforts consistent with proper management to ensure that employees are scheduled such that they shall work five (5) consecutive days with two consecutive days off and that weekends shall be distributed as equally as possible.

17.03 Working Schedule:

1. There shall be no split shifts except by mutual agreement with the employee and the Union.

2. The Employer maintains the right to schedule shifts in accordance with work requirements and nothing in this agreement constitutes a guarantee of hours. The normal hours and days of work of each employee shall be posted at least two (2) weeks in advance, Once posted, the schedule shall not be changed without knowledge of the employee and with at least seventy-two (72) hours notice of such change, except in cases when a full or partial closure of the cafeteria which is beyond the Employer's in which the Employer will endeavour to provide at least twenty four (24) hours notice.

17.04 Reporting Pay:

An employee reporting for work on his regular shift, without having been properly notified by the Employer not to report, shall be given either four (4) hours work or four (4) hours pay at his regular rate. This shall not apply in the case of fire, flood, or any other act of God.

17.05 Special Function Staffing:

Whenever possible, the Employer will give notice of at least forty-eight (48) hours for special function staffing requirements.

Part-time employees will be called by seniority for special functions, providing they have the skills, ability and qualifications to do the work available.

- 17.06** An employee who is called into work outside his regular working hours shall be paid for a minimum of three (3) hours.

17.07 Part-Time Employees:

The hours of work and the number of days per week shall be as scheduled by the Employer provide that all employees shall be given an equal opportunity to perform the available work.

- 17.08** A Part-time employees who reports for work for their scheduled shift and who is requested by management to leave early shall be paid for the remainder of their shift, or for three (3) hours at their straight-time hourly rate, whichever is less.

ARTICLE 18 - OVERTIME

- 18.01** Overtime payment at the rate of time and one-half of an employee's regular rate of pay shall be made for all time worked in excess of eight (8) hours per day or forty (40) hours per week,

- 18.02** An employee shall not be required to be laid off during regular scheduled hours to offset any overtime worked.

- 18.03 Overtime shall be divided as equally as possible among those employees who are willing and qualified to perform the available work.
- 18.04 No employee shall be scheduled to work overtime while there is an employee who is willing, available and capable of performing the required work, and has the skills, ability and qualifications to do the work available.
- 18.05 All overtime worked by all employees shall be logged in an appropriate book which the employees can review upon request.

ARTICLE 19 - HOLIDAYS

19.01

- (a) Paid Holidays: the Employer recognizes the following as paid holidays:

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

Easter Sunday is not paid holiday but will be paid at time and one half the rate for all hours worked.

In the event that the Government declares an additional Holiday, it will be in addition to those as described in Article 19.01 a) above.

- (b) Part Time Employees covered by this Agreement shall be given paid holidays and holiday pay in accordance with the Ontario Employment Standards Act as amended from time to time.

19.02

- (a) Pay for Regularly Scheduled Work on Holiday:

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay at his straight-time hourly rate, provided the employee works all of his or her last regularly scheduled day of work before the public holiday, and all of his or her regularly scheduled day of work following the public holiday, unless he or she has reasonable cause.

Notwithstanding the above, it is understood and agreed that ' employees will be entitled to receive holiday pay for Christmas Day, Boxing Day and New Year's Day.

(b) An employee who is scheduled to work on the public holiday shall be paid at the rate of time and one half his or her straight-time hourly rate, plus another day off with pay, to be taken at a time mutually agreed upon by the employer and the employee.

19.03 Employees required to work on any of the paid holidays who do not qualify for the holiday shall be compensated at the rate of time and one . half (1-1/2) their regular straight-time hourly rate for the hours they work on the holiday. Employees who work special functions on New Years' Eve will be paid at the rate of time and one half for all hours worked.

19.04 If a paid holiday falls during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the employer.

19.05 An employee required to work on a paid holiday who does not report for and perform the work shall not receive pay for the holiday unless he or she has reasonable cause.

ARTICLE 20 - VACATIONS

20.01 Length of Vacations:

An employee shall receive an annual vacation with pay in accordance with the following schedule:

0 - 3 years from date of hire:	2 weeks vacations off at 4% of gross earnings
After 3 years from date of hire:	2 weeks vacation off at 5% of gross earnings
After 5 years from date of hire:	3 weeks vacation off at 6% of gross earnings
After 10 years from date of hire:	4 weeks vacation off at 8% of gross earnings
After 15 years from date of hire:	5 weeks vacation off at 10% of gross earnings
After 30 years from date of hire:	6 weeks vacation off at 12% of gross earnings

a) Note: it is understood that the vacation pay shall be paid on a bi-weekly basis.

b) Part-time employees shall be given Vacation Pay in accordance with *The Employment Standards Act of Ontario* as amended from time to time.

20.02 Compensation for Holidays Falling within Vacation Schedule:

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time designated by the employee.

20.03 Vacation Pay on Termination:

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

20.04 Preference in Vacation:

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

20.05 Vacation Schedules:

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.

20.06 Unbroken Vacation Period:

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

20.07 Approved Leave of absence During Vacations:

Where an employee qualified for sick leave, bereavement, or any other approved leave during his 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.

20.08 No employee shall be required to work during his scheduled vacation period.

ARTICLE 21 - SICK LEAVE

21.01 Full-time employees who have completed one year of service shall be provided with up to six (6) sick days per year. The sick leave days shall be non-cumulative. The parties agree that the waiting period shall be waived for those employees hired prior to the date of ratification.

The company shall provide a 1-8-15 Short-Term Disability Plan for non-work related illness or accident. The Plan will provide benefits equivalent to 66 2/3 of the employee's current weekly earnings, up to the EI maximum. The plan will be registered with the Employment Insurance Commission and any resulting premium reduction shall be the property of the Company by way of benefit improvements in other areas.

In order to be eligible for sick leave with pay for any period over two (2) days, a doctor's certificate must be provided upon request by the Employer. Paid sick leave is based on working days only. If the Employer has reason to believe sick leave is being abused, the Employer has the right to require a Doctor's certificate.

Excessive absence without just cause could result in discipline, up to and including termination.

21.02 Sick Leave:

It is understood that two (2) of the six (6) paid sick days can be used instead as a personal day off with pay.

21.03 It is agreed that the Employer will pay the cost for a Doctor's note up to \$35.00 when requested by the employer. It is understood that when a Treatment Memorandum (TM) is requested by the employer, the employer will pay the full cost of the TM.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions:

Upon adequate request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars and union business shall be allowed leave of absence without pay and without loss of benefits. The Employer shall continue to pay the employee his regular pay during such leave and shall bill the Union for the cost of the same. Such request shall not be unreasonably denied.

22.02 Leave of Absence for Full-Time Union of Public Duties:

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office may be allowed leave of absence without loss of seniority during his term of office.
- (c) In employee who is elected or selected for a full-time position with the union shall be granted leave of absence without loss of seniority.

22.03 Bereavement Leave

- (a) If requested by the employee (including a temporary employee) a leave of absence with pay to a maximum of five (5) working days shall be granted to any employee where death or deaths occur in the employee's immediate family. The term immediate family shall mean parent, stepfather, stepmother, spouse (includes same-sex spouse), brother,

stepbrother, sister, stepsister, child, stepson, stepdaughter, grandparents, grandchildren, mother-in-law, father, in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and legal guardian. Pay for such leave to be limited to eight (8) hours in each working day at straight time. The employee shall receive pay limited to those days on which the employee was normally scheduled to work and did not work.

- (b) In the case of the death of the employee's Aunt, Uncle, Niece or Nephew, the Employer shall grant a leave of absence of two (2) working day with pay. In the event of a death of a close friend, the Employer shall grant a leave of absence of one (1) working day without pay.
- (c) Where an employee qualifies for bereavement leave during his/her vacation period, there shall be no deduction from vacation credits for such absence. Employees must advise the Employer within ten (10) days of their return from vacation of a bereavement during their vacation. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed by the employee and the Employer.
- (d) An employee may elect to defer one (1) day of his bereavement leave to be used for the attendance at the actual interment.

22.04 Pregnancy and Parental Leave as a Right:

Pregnancy and Parental leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

22.05 Length of Pregnancy and Parental Leave: Pregnancy/Parental leave shall be granted as per the *Employment Standards Act R.S.O. 1990*.

22.06 Seniority Status During Pregnancy and Parental Leave:

While on Pregnancy and Parental leave, an employee shall retain her full employment status and accumulate seniority under this Collective Agreement.

22.07 Procedure Upon Return from Pregnancy and Parental Leave:

When an employee decides to return from work after Pregnancy and Parental leave, she shall provide the employer with at least four (4) weeks notice. On return from Pregnancy and Parental leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position in her department.

22.08 Time off for Elections:

Time off for voting shall be provided in accordance with federal, provincial and municipal legislation.

22.09 Paid Jury or Court Witness Duty Leave:

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who participates in jury selection or serves as juror or witness in any court. The Employer shall pay, such an employee the difference between normal earnings and the payment received for participation in jury selection, jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.10 Citizenship Leave:

An employee shall be allowed the necessary time off with pay, up to a maximum of two (2) days to process his/her Canadian citizenship application.

22.11 General Leave:

Upon the provision of two (2) weeks notice, an employee may be entitled to a leave of absence without pay and without loss of seniority. Such request must be in writing and must be approved by the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCE

23.01 Pay Day:

The Employer shall pay wages on a bi-weekly basis no later than Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On or about each payday each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

23.02 Equal Pay for Work of Equal Value:

Employees shall receive equal pay for work of equal value, regardless of sex.

23.03 Pay on Temporary, Higher-Rated Jobs:

When an employee temporarily relieves in or performs the principal duties of a higher-paying position for one and one-half (1 1/2) hours or more, he/she shall receive the rate of the job from the time he/she commenced working in the higher paying position.

23.04 Pay on Transfer, Low-Rated Job:

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

23.05 Taxi Allowance:

When an employee finishes work beyond 22:00 hours, the Employer shall provide him/her with either a ride home or taxi fare home.

To be eligible for taxi allowance an employee must notify the manager or designee and sign a request form before 22:00 hours.

23.06 Cash Shortages:

An employee handling cash shall not be financially responsible for shortages.

23.07 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 **three dollars (\$3.00)**, including required taxes, for each shift worked. A list of excluded items will be posted on the bulletin board.

Employees who do not wish to avail themselves of such food and drink, shall notify the Manager annually, in writing, no later than September 1 of each year.”

ARTICLE 24 - JOB CLASSIFICATION

24.01 The Employer agrees to provide the union with **copies** of all job descriptions within 30 days from the date of ratification by the parties. The Employer further agrees to provide the Union with copies of the job descriptions and shall post on all bulletin boards by November 30th of each year.

The Parties recognize that job descriptions may be modified from time to time and agree that changes will be discussed at Labour Management meetings.

24.02 Changes in Classification:

Existing classifications shall not be changed without prior agreement with the Union.

The Employer shall prepare a new job classification whenever a job is created.

When a new job classification is created or established, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration and all monies and benefits shall be paid retroactively to the date of commencement of performing the duties.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Continuation of Benefits on Lay-Off:

During the lay-off periods the Employer shall continue to allow the employee to maintain hospital, medical, disability, group life insurance, and other benefits of this Agreement if the Employees portion of the premium payment has been made during the school year.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The Union and the Employer agree to comply with the *Ontario Occupational Health and Safety Act RSO*, as amended from time to time.
- 26.02 A first aid kit as approved by the Workers' Compensation Board shall be supplied by the Employer and placed in appropriate locations at the workplace.
- 26.03 No employee shall be required to work on any job or operate any piece of equipment until he/ she has received proper training and instructions.
- 26.04 Transportation from the place of work to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

ARTICLE 27 - UNIFORM AND CLOTHING

27.01 Supply of Work Clothing and Uniforms

The Company shall supply each full-time employee with three (3) uniform shirts at the time of hire and two (2) more uniform shirts upon successfully completing probation. Part-time employees will receive two (2) uniform shirts at the time of hire. Additionally, each employee will be supplied with one (1) hat and two (2) aprons.

Each September, active full-time employees will be provided with three (3) replacement uniform shirts. All employees are expected to arrive at work with their full uniform. At any time throughout the year, uniforms or a portion of them that are no longer serviceable will be replaced on a one for one basis as needed.

- 27.02 All Full-time employees who have been in the employ of the Employer for one year to be provided with an annual shoe allowance of **fifty-five dollars (\$55.00)** for the purchase of Company approved non-slip shoes, provided the shoes purchased meet the Company's requirements and that a original receipt for the purchase is provided to the Company.

All full-time employees who hold either a permanent Driver position or a permanent Shipper/Receiver position will be provided with an annual shoe allowance of **one hundred and fifty dollars (\$150.00)** for the purchase of Company approved CSA steel

toed non-slip safety shoes, provided the shoes purchased meet the Company's requirements and that a receipt for the purchase is provided to the Company.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Proper Accommodation:

Proper accommodation shall be provided for employees to have their meals, and store and change their clothes.

28.02 Bulletin Boards:

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them 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.

28.03 The Employer agrees to provide to the Union, copies of the benefits plan and amendments within sixty (60) days of ratification. The Employer agrees to provide all eligible employees with benefits booklets.

ARTICLE 29 - GENERAL

29.01 Plural or Feminine Terms May Apply:

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

29.02 A full-time employee shall be defined as an employee who regularly works twenty-four hours (24) per week or more.

A part-time employee shall be defined as an employee who regularly works less than twenty-four (24) hours per week.

ARTICLE 30 - NO STRIKE, NO LOCK-OUT

30.01 No Strike, No Lock-Out:

There shall be no strikes, slowdowns, or lock-outs during the life of this Agreement.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration:

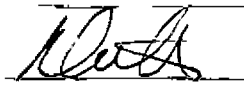
This Agreement shall be binding and remain in effect from **November 1, 2022 to October 31, 2025**, and shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

31.02 Notice of Changes:

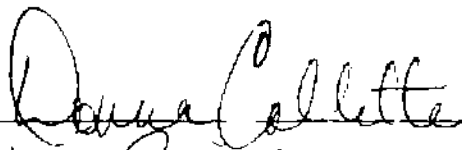
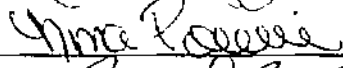

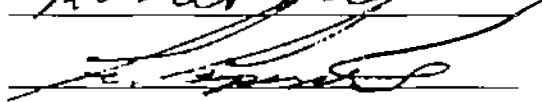
Either party desiring to propose changes to this Agreement shall, ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Dated at Sudbury, Ontario this 04th day of April, 2023.

**Compass Group Canada Ltd
(Chartwells) FOOD SERVICES AT
LAURENTIAN UNIVERSITY**



CUPE LOCAL 895

LETTER OF AGREEMENT

Reading Break & Summer Scheduling

During the summer months it is the intent of the company and the Union to have an engaged workforce consisting of employees who would like to work and who have the skill and ability to perform the jobs that are available during the summer months.

The summer scheduling will happen as follows:

Convocation

Convocation is a very important time for the university and the Company needs many of the staff to come back to ensure that the events that go on are fully staffed and meet the expectations of this type of event. The Company will endeavour to give out convocation assignments and shifts when they distribute the summer lay off forms at the end of the spring semester in April.

Summer Postings

The Company will collect information from its clients regarding summer _business and create schedules for this business which in turn will be turned into summer postings and posted for all staff to apply as per article 15 of the Collective Agreement. The Company will endeavour to make these postings as close to full time hours as possible.

Summer Availability

Any shifts that are not covered by the two scheduling methods above will be covered by the On Call list which will be created by canvassing the staff prior to ' summer lay off and determining who is willing and available to work for any shifts that may be available. These shifts will be scheduled using this list by seniority and skill and ability. In the event that staff are not readily available to fill shifts that need to be filled quickly the management team will go to the next senior person on the list in an attempt to fill the shift(s).

This LOA does not waive the Company's management rights and the Company reserves the right to recall staff from layoff according to Article 16 if the methods detailed in this LOA become ineffective.

Reading Breaks

During the October and February Reading Breaks the Company will canvas the staff who are working in the operations that remain open and try to accommodate any requests for lay off. The Company will endeavour to grant these requests but they may not be able to depending on availability of qualified employees to fill their position.

SCHEDULE "A"

**FULL-TIME
CLASSIFICATION AND RATE SCHEDULE**

	1-Nov-22	1-Nov-23	1-Nov-24
Lead Hand	\$19.10	\$19.63	\$20.22
Vending	\$19.10	\$19.63	\$20.22
Second Cook	\$18.65	\$19.16	\$19.73
Grill/Cash	\$17.46	\$17.94	\$18.48
Shipper/Receiver	\$16.60	\$17.05	\$17.57
Cashier	\$17.46	\$17.94	\$18.48
Driver	\$17.51	\$18.00	\$18.54
General Help	\$16.12	\$16.56	\$17.06
Grocery Store	\$19.80	\$20.35	\$20.96
Catering	\$17.46	\$17.94	\$18.48

Employees, who are scheduled to work the week of Spring Convocation (May or June annually) will be entitled to a premium of two dollars per hour (\$2.00/hr.) for all hours worked during Spring Convocation.



SCHEDULE "B"

Employee Benefit Summary

	Eligibility
Hours	25 hours per week
Months of Service	1 ST of the month following 6 months full time
Drug Cards	Yes

Comments	
Cost Share	Health 75% ER, 25% EE Dental 60%ER, 40% EE Life insurance, AD&D 100% Company Paid

NO BENEFITS while on a LOA

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

• Benefit Formula	• \$20,000
• Termination	• AD&D Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT

2. 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	\$2000 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

3. SHORT TERM DISABILITY

• Benefit Formula	• 66.67% of weekly earnings
• Weekly Maximum	• EI maximum
• Benefit Payable	• 1 st day accident; 8 th day sickness
• Benefit Period	• 15 weeks
• Termination	• Age 65 or earlier retirement

4. MAJOR MEDICAL BENEFIT

a) Annual Deductible applicable		n/a
b) Co-payment		90%
c) Schedule of Benefits		**Requires Physician Referral pre-dating the service**
**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
**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 Effective January 1, 2021 - **\$400 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

5. VISION BENEFIT

a) Glasses Maximum	\$250/every 24 months Effective November 1, 2021 - \$300/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

6. 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

7. DENTAL BENEFIT

a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Recall Frequency: 6 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.

LETTER OF UNDERSTANDING #1

**Between
COMPASS GROUP CANADA LTD (CHARTWELLS).
FOOD SERVICES AT LAURENTIAN UNIVERSITY
and
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 895**

The Parties agree to the following:

It is agreed by the parties that, due to the bilingual status of the University, that customer facing service is to be available in both official languages, French and English. It will be clearly defined on any posting this bilingual requirement, if applicable. The Employer will also identify “back of house” jobs that can be held by English speaking individuals.

The Employer will also grandfather existing English only speaking employees in their current roles.