

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4428

AND

COMPASS GROUP CANADA LTD.

(Operating as Chartwells Senior Dining at CBU)

(The Company)

(Effective from September 1, 2021 to August 31, 2025)

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This Agreement made the _____ day of _____, 2023

BETWEEN:

Compass Group Canada Limited, Operating as Chartwells Senior Dining, Sydney, Nova Scotia, hereinafter called the "Employer",

Party of the First Part

AND

Canadian Union of Public Employees and its Local 4428, Hereinafter called the "Union",

Party of the Second Part

PREAMBLE

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.

ARTICLE 1 – MANAGEMENT RIGHTS

1:01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage and direct its working forces, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- (a) Maintain order, efficiency and discipline, operate the facility in a profitable manner.
- (b) Generally, to manage the industrial enterprise in which the Company is engaged and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used and;
- (c) Make and alter from time to time rules and regulations governing the conduct of Employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2:01 Recognition

The Employer recognized the Canadian Union of Public Employees and its Local 4428 as the sole and exclusive collective bargaining agent representing all regular full-time and regular part-time personnel for the Cape Breton University Campus, Sydney, Nova Scotia, save and except the Manager, Unit Manager, Food Service Director, Executive Chef, Chef Manager, Students and Casual Employees and those Employees excluded by Sub-Section 2, Section 2 paragraphs (a) and (b) of the Trade Union Act, Province of Nova Scotia.

2:02 No Other Agreements

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

2:03 Employees outside the bargaining unit except the Executive Chef shall not perform bargaining unit work except for the purpose of training, an unforeseeable emergency situation requiring immediate action or when a bargaining unit employee is not available.

2:04 (a) Regular full-time Employee means those Employees working twenty-five (25) hours or more per week.

Regular part-time means an Employee who is scheduled to work less than twenty-five (25) hours. Part-time Employees may be scheduled to work in excess of twenty-five (25) hours to cover absences due to illness, accident, leave of absence and vacations, provided such absences do not exceed thirteen (13) weeks or in the event of a pregnancy/parental leave.

Any temporary position exceeding thirteen (13) weeks shall warrant the job being posted in the usual fashion.

(b) Casual and Student Employees are those Employees who are hired by the Employer to work occasionally as catering staff for special functions and on a day to day basis as required to replace for sick, vacation, holiday and absences. It is understood that Regular Employees will have first refusal for catering work.

2:05 Working days shall be defined as Monday to Friday including holidays and Saturday and Sunday.

ARTICLE 3 – NO DISCRIMINATION

3:01 There shall be no discrimination exercised or practiced by either party against the other for any reason whatsoever. The Employer agrees that there shall be no discrimination, 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, discharge or otherwise by reason of race, creed color, national origin, religion, political affiliation or activity, gender or marital status, sexual orientation, nor by reason of their membership or activity in a Trade Union.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4:01 All Employees in the Bargaining Unit to be Members

All Employees of the Employer shall, as a condition of employment, 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.

4:02 The Employer will notify the Union Treasurer on a monthly basis of any newly hired Employees, and supply the Union with the name, address and telephone number of the new Employee/s.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5:01 Deduction of Union Dues

The Employer shall deduct from the wages due every Employee an amount equal to the regular monthly dues of the Union after thirty (30) calendar days of employment.

5:02 Direct Deposit

The sums deducted pursuant to this article in any month shall be remitted to the National Secretary-Treasurer, Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, not later than the 15th day of the month following and shall include a list of Employees from whom dues have been deducted identifying whether or not the Employee is a regular full-time or regular part-time Employee. Deductions shall be made every payday.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT NEWLY HIRED EMPLOYEES

6:01 Newly Hired Employees

The Employer agrees to acquaint newly hired employees with the fact that a Union Agreement is in effect.

6:02 Copies of Agreement

On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to their Union Steward or Representative. The Steward or Representative will provide them with a copy of the Collective Agreement.

6:03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each Employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. It is understood that the interviewing will take place during orientation of the new Employees at a mutually agreeable time between the Employer and the Union.

ARTICLE 7 – CORRESPONDENCE

7:01 All Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Unit Manager and the Secretary or President of the Union.

A copy of any correspondence between the Employer, or their designate, and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary or President of the Union or their designate.

7:02 The Union Secretary will notify the Employer and National Representative of any changes to the Union Executive.

7:03 The Employer will notify the Union of any changes to its management personnel up to and including the Regional Director authorized to deal with the Union.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8:01 Labour Management Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union, one (1) from the Retail Operations Unit, one (1) from Harris Hall, and one (1) from Tim Hortons, and three (3) representatives of the Employer. The parties can rotate one member amongst their representatives within their respective operational units each meeting. The committee shall enjoy the full support of both parties of the interests of improved service to the client and public, and co-operation between the Union and the Employer.

8:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- (2) Improving and extending services to the client and public.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- (5) Correcting conditions causing grievances and misunderstandings.
- (6) The Committee shall endeavor to verify information and facts and sort out the issues presented before dealing with them.
- (7) Any meeting that lasts past the normal hours of an Employee's scheduled shift shall be paid at the applicable overtime rate.

8:03 Meetings of Committee

The Committee shall meet at least once a semester provided there is an agenda or items to discuss. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of regular wages for the duration of the meeting.

8:04 Chairperson of the Meeting

The Employer and the Union shall alternate in presiding over meetings. And the minutes shall be prepared by the Chair and sent to committee members within seven (7) calendar days following the meeting.

8:05 Jurisdiction of Committee

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – REPRESENTATIVE OF CANADIAN UNION

- 9:01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

It is further understood by the Union that the Employer does not own the property and/or facility and that the Union will be required to adhere to any requirements imposed by the University.

ARTICLE 10 – GRIEVANCE PROCEDURE

10:01 Definition of a Grievance

Any complaint, disagreement or difference of opinion between the Employer and the Union, or the Employees covered by this agreement which concerns the interpretation, application, operation, administration, or alleged violation of the terms and provisions of this agreement shall be considered as a grievance.

10:02 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 Steward shall assist any Employee, whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure. In any event, when an Employee feels they have been aggrieved, before proceeding to Step 1 of the grievance procedure, the Employee, the Steward and the Unit Manager/or Executive Chef shall meet, within five (5) working days after the alleged grievance has arisen or the Employee became aware of the grievance to discuss the complaint or possible grievance. The Unit Manager/Chef Manager or designate, will respond to the complaint or alleged grievance verbally within five (5) days of the meeting. Failure to resolve the complaint or alleged grievance, may allow the Employee to proceed to Step 1 of the grievance procedure.

10:03 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward before the Employer shall be required to recognize them. The maximum number of Shop Stewards will be two (2)

10:04 Permission to Leave Work

No Steward shall leave their work without obtaining the permission of Unit Manager or Executive Chef, and no Steward shall go into another unit without conferring with the Unit Manager or Executive Chef, for which permission shall be given within an hour.

10:05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

Within ten (10) working days after the alleged grievance has arisen or the Employee became aware of the grievance, the Employee may present his grievance with details of the complaint in writing either by personal service (hand delivered) or by registered mail, to the Unit Manager. If the Employee received no reply or does not receive satisfactory settlement within five (5) working days from the date on which he presented his grievance to the person designated at the first level in the Grievance Procedure, the Employee may proceed to Step 2.

STEP 2

Within five (5) working days from the expiration of the five (5) day period referred to in Step 1, the Employee may present his grievance in writing, either by personal service or by registered mail to the District Manager. If the Employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within ten (10) working days from the date on which he presented his grievance at the second level, the Employee may proceed to Step 3.

STEP 3

Within five (5) working days from the expiration of the ten (10) day period referred to in Step 2, the Employee may present his grievance in writing, either by personal service or by registered mail to the Regional Director or delegate. Any settlement proposed by the Employer at levels 1 and 2, and any replies must accompany the grievance when it is presented at the 3rd level. If the Employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the third level in the grievance process, within ten (10) working days from the date on which he presented his grievance at the second level, the Employee may proceed to Step 4.

STEP 4

Within five (5) working days from the expiration of the ten (10) day period referred to in Step 3, the Employee may present his grievance in writing, either by personal service or by registered mail, to the Director of Labour Relations. Any settlement proposed by the Employer at Levels 1, 2 and 3, any replies, must accompany the grievance when it is presented to the person designated as the final level. The person designated as the final level shall reply to the grievance, in writing, to the employee within ten (10) working days from the date the grievance was presented at the 4th level. A meeting of the National Representative of the Union and the Director of Labour Relations or designate is required prior to application for arbitration. Should the employee not receive a reply or satisfactory settlement of his grievance at the final level, the employee may refer the grievance to arbitration, as provided in Article 12 (Arbitration) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated at the final level.

10:06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Company has a grievance, Steps 1 and 2 of this Article may be by-passed.

10:07 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

10:08 In the event an employee grieves that his layoff is in violation of Article 16 (Layoff and Recall) his grievance may be initiated at Step 2 of the Grievance Procedure

within five (5) working days after the alleged grievance has arisen.

10:09 Replies in Writing

The submission of the grievance along with replies to grievances shall state the alleged violation, articles affected, redress, reasons and details in writing at all stages.

10.10 Preventive Mediation

The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour.

Any discussions by the parties, or recommendations of the Mediator shall be made without the prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

ARTICLE 11 – ARBITRATION

11:01 Composition of Board of Arbitration

Within thirty (30) days from the answer received following step three (3) of the grievance procedure, either party may request that a grievance be submitted to Arbitration. The request shall be made by registered mail or by hand delivery, or by facsimile addressed to the other party of the agreement.

11:02 The Employer and the Union will attempt to mutually agree to an Arbitrator to decide the matter. If the parties are unable to agree upon an Arbitrator within fourteen (14) days of the request for an arbitrator, the charging party may request that the Ministry of Labour assign an arbitrator to hear the issue.

11:03 Arbitration Procedure

(a) The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and make such independent investigation that is deemed essential to a full understanding and determination of the issue involved. In resolving disputes, an Arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the Trade Union Act.

(b) The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement.

- (c) The decision of the Arbitrator shall be final, binding and enforceable to all parties and may not be changed.

11:04 Expenses of the Arbitrator

Each party shall share equally in bearing the expense of the Arbitrator and will be responsible for the costs of their witnesses.

11:05 Amending Time Limits

The time limits fixed in both the grievance steps one (1) through five (5) and arbitration procedure may be extended by consent of the parties.

- 11:06 Any mutually agreed changes to this Collective Agreement which are reduced to writing and signed by both parties shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 12 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 12:01 No employee who has completed their probationary period shall be Disciplined, suspended or discharged except for just cause.
- 12:02 Where an Employee alleges that they have been disciplined in violation of Article 12:01 they may, within ten (10) working days of the date of the discipline invoke the grievance procedure including arbitration as set out in the Agreement. For the purpose of alleged discharge or suspension, they shall lodge their grievance at Step 3 of the grievance procedure.
- 12:03 The Employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer.
- 12:04 The record of an Employee shall not be used against them at any time after twelve (12) working months following a suspension or other disciplinary action, including a letter of reprimand or warning.
- 12:05 An Employee may review their personnel record in the presence of a Manager within five (5) working days of giving notice to the Employer of the desire to do so and may have information from the employee's personal file copied.
- 12:06 When an employee is given a verbal or written warning, suspension or discharge the Employee shall be given the reason in the presence of a Steward or a representative of the Local Union. The Employer will give a copy of the reasons for discipline to the employee with a copy to the Union within ten (10) working days from the date of the disciplinary meeting.

ARTICLE 13 – SENIORITY

13:01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the working force and recall and statutory Holidays, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

For benefit purposes, Employees hired by Compass Group of Canada (formerly Beaver Foods) prior to March 28, 1990 will have their benefits calculated as of March 28, 1990. For Employees hired after March 28, 1990, benefits will be determined as of their last date of hire.

13:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced, the number of accumulated sick day credits and vacation entitlement for each Employee. Where two or more new Employees commence work on the same day, the Employee's names will be determined by 'lot' by placing the names in a container and drawing the names. The name drawn first will be determined to be most senior. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and September of each year.

13:03 Probation for Newly Hired Employees

A newly hired Employee shall be on probation only for the first ninety (90) working days for full-time Employees, or the first sixty (60) days worked for part-time, on-call Employees. During the probationary period, the Employee shall be entitled to all applicable terms and conditions listed in this Agreement. Seniority shall be effective from the original date of employment. The Union agrees to consider the Employer's request for an extension to the Employee's probationary period; the Employee will have her name placed on the seniority list with a seniority date in accordance with Section 13:01. Probation shall be extended by any time lost due to sickness, accident or leave.

13:04 Loss of Seniority

An Employee shall continue to accrue seniority rights if the Employee is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

An Employee shall lose all seniority rights in the event the Employee:

- (1) Is discharged for just cause and is not reinstated
- (2) Voluntarily terminates employment in writing.
- (3) Fails to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off Employees engaged in alternate employment and who are recalled

shall be permitted to give their current Employer reasonable notice of termination to accept the recall.

- (4) Laid off for more than twelve (12) months.
- (5) Absent from work for a continuous twenty-four (24) month period.
- (6) Is absent for two (2) consecutive work days without notifying the Employer without just reason.
- (7) If an Employee is absent from work for two (2) or more consecutive working days without notification to the Company unless such failure is a result of reasonable circumstances beyond the control of the Employee.
- (8) If an Employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence.
- (9) An Employee's access to the premise is revoked by the Client

13:05 Transfer and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit; but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

When a new position is created, or when a vacancy occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for seven (7) days, so that all members will know about the vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's normal retirement date. The provisions of this Article will not apply to any temporary replacement for less than two (2) months, which may be extended by mutual agreement, in writing. During the posting period, the Employer may temporarily fill the position with a member of the bargaining unit in order of seniority.

During normal layoffs, job vacancies shall be filled temporarily by seniority by qualified persons and the position will be posted in all workplaces when Employees are recalled. It is understood that copies of any or all jobs posted whether temporary or vacant will be e-mailed or texted to Employee's in order that Employees will know of the postings and will have the opportunity to apply. Employees will be required to confirm receipt of said e-mail or text and failure to do so will result in the Employer making best efforts to contact the Employee by phone.

The initial vacancy shall be posted. All other vacancies arising from postings shall be filled by seniority by offering the shift/s to Employees in order of seniority having the required qualifications and ability to do the job. The Employer will inform the Employee

who is to fill the vacancy/ies of the hours of work, prior to the Employee accepting the available position.

Both parties agree that an employee who is successful in a job posting intends to stay in the position and will not be allowed to post for another temporary position within six (6) months of the successful posting.

14:02 Information in Posting

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

14:03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (1) The principle of promotion with the service of the Employer;
- (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, resulting from postings, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability to do the job.

14:04 Training and Trial Period

The successful applicant shall be notified within one (1) week following the appointment to the position. An Employee attaining the position through job posting who fails to meet the Company's satisfactory standard of performance or who finds her/himself unsuited to performing the duties of the new position shall within a maximum of 30 calendar days return to their former position without loss of benefits or seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14:05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment of a vacant position, the name of the successful applicant will be provided to the Union and a copy posted on all bulletin boards. The Union shall be notified of the location of all bulletin boards. The Union shall be notified of all promotions, layoffs, recalls or terminations and/or new hires.

ARTICLE 15 – LAYOFF AND RECALL

15:01 Role of Seniority in Layoff

Both parties agree that job security shall increase in proportion of length of service. Therefore, in the event of an hour's reduction or layoff, bargaining unit wide seniority shall prevail.

Temporary Lay-offs

Upon being notified of impending temporary layoffs, a list will be posted, and Employees will indicate whether or not they wish to be laid off by writing their name on the list. The most senior Employees on the list will be laid off. If there are no volunteers, bargaining unit wide seniority will prevail and Employees will be laid-off in reverse order of their seniority (the least senior person).

15:02 Recall Procedure

Employees who have been laid off shall be recalled in order of seniority, provided the Employee is qualified and capable of doing the job and will be recalled to the designated area and position they held prior to the lay-off.

15:03 Transfer

Employees will only be transferred during the temporary lay-off by mutual agreement (May to September). During the regular academic year, (September to April [last day of classes]), it is understood that Employees will remain in their positions until they apply for a new position.

15:04 No New Employees

No new Employees shall be hired until those laid of have been given an opportunity of recall.

15:05 Advance Notice of Layoff

The Employer shall notify Employees who are to be laid off at least ten (10) working days prior to the effective date of layoff, except in case of emergency, or act of God. This section does not apply in recalls to work of less than ten (10) days.

15:06 Layoffs and Recalls

An employee recalled to work during layoff or call-in shall be paid for a minimum of three (3) hours at straight time.

15:07 Upon being notified of a temporary layoff, a permanent layoff, or a permanent reduction of hours, or if their position is eliminated an Employee may exercise their bargaining unit wide seniority to bump into a position (the whole shift), provided he/she is qualified and capable of doing the job. (Temporary layoff means Christmas, Reading Week(s), and Summer Breaks).

15:08 The Company agrees to provide each Employee's Record of Employment as soon as possible after layoff occurs.

ARTICLE 16 – HOURS OF WORK

16:01 Regular Hours of Work

The regular work week shall consist of five (5) days per week with hours for a total of forty (40) hours per week". Prior to a temporary layoff, the Employer will endeavor to assign available hours of work to bargaining unit Employees with seniority as outlined in Article 15.

16:02 Posting of Work Schedule

The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. In the case of special events arranged on short notice, the Company may only change hours worked in the day if twenty-four (24) hours' notice is given. The Employer shall set forth the working schedule of each department, hereinafter referred to as the "Work Schedule." No shift shall be less than three (3) hours per day without the Employee's consent. This shall include scheduled meetings.

16:03 Rest Breaks and Meal periods

	Meal Period	Rest Period
Up to 5 Hours	Nil	1
Over 5 Hours, up to 7 hours	1	1
7 hours or more	1	2

Rest periods shall consist of fifteen (15) minutes. Res periods are paid time.

16:04 Unpaid Lunch Break

An employee who leaves the University during the employee's unpaid meal break will notify their supervisor or their designate, that they are leaving. The Employee shall notify their Supervisor or their designate, upon their return.

ARTICLE 17 – OVERTIME

17:01 Overtime Rates

The overtime rates shall be one and one-half times the normal rate of pay and shall be paid to any Employee for all hours worked over eight (8) hours per day or forty (40) hours per week, save and except for regularly scheduled ten (10) hour shifts for the lead hands in which case the overtime will be paid after ten (10) hours /day or forty (40) hours per week their regularly scheduled work day or work week. For purposes of this section, all hours paid for sick time will be considered as hours worked. An Employee who earns overtime may choose between being paid or taking time off, within thirty (30) days, at a mutually agreeable time.

17:02 Call Back to Work

If an Employee is called back to work, that is to say works at any time that is not contiguous with their shift, then they shall be paid at the overtime rate for a minimum of three (3) hours, save and except for special events and banquets.

17:03 Split Shift

An Employee may consent to work a split shift. It is understood that Employees who do not wish to work a split shift will not be required to do so.

ARTICLE 18 – HOLIDAYS

18:01 The following days shall be designated holidays for Employees:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	August (Civic Holiday)
Canada Day	Heritage Day (February Holiday)
Labour Day	National Day of Truth and Reconciliation

Any other day proclaimed as a provincial or national holiday. If during the life of this agreement the Provincial government proclaims a new holiday, it shall be included in this Agreement, replacing one of the designated holidays in 18.01 above. The intent is that during the duration of this agreement there will be no more than twelve (12) holidays negotiated by the parties in this Collective Agreement.

18:02 Pay for Regularly Scheduled Work on a Holiday

An Employee who works a designated holiday shall be paid at the designated holiday pay plus one and one-half (1 ½) times his/her regular wage for all time worked on the designated holiday.

18:03 Pay for a Holiday

- a) An eligible Employee who does not work on a designated holiday will receive holiday pay for the average of the regular daily hours during the last week worked based on a five (5) day week.
- b) Providing the Employee has worked the last day scheduled prior to the holiday and the first day scheduled after the holiday. An employee who is off sick will be deemed to have worked and will be entitled to their holiday.

To be eligible for a) or b), an employee must work fifteen (15) of the previous thirty (30) calendar days.

18:04 Compensation for Holidays Falling on a Scheduled Day Off or During Closure of Operations

Provided the Employee qualifies for the holiday under 18:03, when any of the above noted holidays falls on an employee's scheduled day off, vacation or during closure

of operations, the employee shall receive a day's pay or another day off with pay at a mutually agreed time, within sixty (60) days.

ARTICLE 19 – VACATIONS

19:01 Vacation Entitlement

The Company shall grant vacations in accordance with Company practice as follows:

Length of Service	Vacation Entitlement	Percentage
Start to less than 5 years of employment	2 weeks	4%
5 years; but less than 10 years of employment	3 weeks	6%
10 years but less than 15 years of employment	4 weeks	8%
15 years or more of employment	5 weeks	10%

Vacation Percentage is based on an Employee's vacation accrual of prior year earnings at the applicable percentage rate. It is understood that an Employee's entitlement to the number of weeks off on vacation may not align with their vacation accrual of prior year earnings. For example, an Employee at fifteen (15) years of employment will be entitled to five (5) weeks of vacation time off; however, their vacation pay will be based on their accrual of prior year earnings at ten (10) percent.

An Employee shall be entitled to annual vacation pay paid with each pay cheque based on the above service requirements or payable in a lump sum provided the Employee notifies the Employer in writing of their intention by giving two (2) weeks notice to the Employer.

19:02 Vacation Times

Vacations shall be granted at times that are suitable to the efficient operation of the Department. Accordingly, the Company shall make every effort to grant vacation when Employees request if at all possible.

Every effort shall be made to accommodate the Employee's request. In the event that two (2) or more Employees request the same vacation period, preference will be given to the senior Employee.

ARTICLE 20 - BENEFITS

COMPASS GROUP CANADA

Benefit Summary

Eligibility	25 hours/week 3 months
Cost Share	100% Company paid for Life, AD&D, STD & Health 50% Company Paid for Dental
Drug Cards	Yes
Travel Cards	Yes- 60 days to age 65 or retirement

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

- | | |
|--|--|
| <ul style="list-style-type: none"> • Benefit Formula • Termination | <ul style="list-style-type: none"> • \$10,000 • Age 65 or earlier retirement |
|--|--|

2. SHORT TERM DISABILITY

• Benefit Formula	• 66 2/3% of weekly earnings
• Weekly Maximum	• EI Max
• Benefit Payable	• 1 st day accident; 4 th day sickness
• Benefit Period	• 15 weeks
• Termination	• Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT**1. MAJOR MEDICAL BENEFIT Yes No**

→	Unit	007
a) Annual Deductible Applicable		N/A
b) Co-payment		100%
c) Schedule of Benefits		
Psychologist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit**
Chiropractor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Naturopath	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Speech Therapist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Physiotherapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Osteopaths	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Massage Therapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15/visit
Private Duty Nursing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Covered
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	Unlimited
Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Unlimited
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	\$60 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)		Retirement
f) Dependent Age		21
g) Student Age		26
h) Overall Lifetime Health Maximum (includes drugs)		Unlimited

** \$15/half hour for psychotherapy and test, \$18/hour for family therapy, \$6 for group therapy

2. DRUG BENEFIT Yes No****DRUG CARD****

Unit →	007
a) Plan Type	Prescription Drugs
b) Co-Payment	100% after annual deductible
c) Annual Deductible	\$25 Single/\$25 Family
d) Per Individual Maximum	Nil
e) Benefit Maximum Age	Retirement
f) Dependent Age (In Quebec, must be 18)	21
g) Student Age (In Quebec, must be 26)	26

3. HOSPITALIZATION BENEFIT Yes No

Unit →	007
a) Semi Private Accommodation	Covered
b) Hospitalization Coinsurance	100%
c) Convalescent/Chronic Hospital	Excluded after age 65
d) Benefit Maximum Age	Retirement
e) Dependent Age	21
f) Student Age	26
g) Lifetime Maximum	\$50,000

4. VISION BENEFIT Yes No

Unit →	007
a) Glasses Maximum	\$200/24 months Employees & Dependents
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision co-insurance	100%
e) Benefit Maximum Age	Retirement
f) Dependent Age	21
g) Student Age	26

5. OUT OF COUNTRY COVERAGE Yes No

Unit →	007
• Emergency Out of Country Coverage	• 60-day plan to age 65 or earlier retirement

6. DENTAL BENEFIT Yes No

	Unit →	007
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		100%
g) Annual Maximum; Level 1		Unlimited
h) Survivor Benefit		2 Years
i) Benefit Period; <input checked="" type="checkbox"/> Calendar Yr <input type="checkbox"/> Policy Yr		
j) Benefit Maximum Age		Retirement
k) Dependent Age		21
l) Student Age		26

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.

20:02 Sick Leave

- (a) Upon completion of the probationary period, all full-time Employees covered by this agreement will be granted a total of six (6) paid sick leave days for use for each calendar year. The total of six (6) sick days is refreshed on January 1st of each year, and therefore does not accumulate from year to year.
- (b) Such sick leave days are to be used solely for legitimate personal illness supported by a Doctor's signature in conjunction with an approved Short-Term Disability (STD) claim. It is understood that the three (3) single days will not be subject to the requirement of a Doctor's slip except under special circumstances.
- (c) The STD Plan is 1-4-15 plan. Three (3) of the six (6) sick days shall be taken, if the Employee chooses, as single days and three (3) must be taken in a block as part of the STD Claim Procedure. For clarity, eligible employees are not entitled to more than three (3) days as single days.
- (d) Sick Leave with pay provided for in this Section is intended to compensate an Employee who is absent from work because of bona fide illness or accident; which is not compensable under the Workers Compensation Act for which the Employee is not in receipt of any other benefits or compensation.

- (e) Each sick leave day used will be paid at the Employee's rate times the Employee's average daily non-overtime hours scheduled in the last two (2) weeks worked prior to the illness.
- (f) All Employees, full-time and part-time, are to report their absences at least three (3) hour (if possible) before their scheduled shift and report their availability to return to work at least twenty-four (24) hours in advance if possible.
- (g) The Employee may request a statement of the amount of sick leave credits. From the date of the request to the Employer, the Employer shall have one (1) week to reply.

20:03 An Employee shall be entitled to use earned paid sick leave credits for any absence due to personal illness; which causes the Employee to be absent from work. The Employee shall be able to use sick leave credits to attend emergency and scheduled medical or scheduled dental appointments for the Employee or with a member of the family, (spouse, parents and children) which could not be arranged outside of an Employees normal working hour. When possible, Employees will inform the Unit Manager three (3) days in advance of such appointment.

20:04 If an Employee leaves work because of sickness or injury during their shift, the Employee will be paid for the time worked and the remainder of the shift will not be taken from the Employee's sick credits. The first two days pay following an injury may also be taken by the Employee from their sick leave credits.

ARTICLE 21 – LEAVE OF ABSENCE

21:01 Negotiation Pay Provisions

Provided the Employer is given two (2) week's notice, Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer to a maximum of three (3) Employees.

21:02 Preparation for Negotiations

In the period six (6) months prior to the termination of this Collective Agreement, members of the Union Bargaining Committee shall be entitled to a combined total of forty-eight (48) hours for the negotiating team's wages to prepare for negotiations.

21:03 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

21:04 Leave of Absence for Union Functions

Upon request to the Employer, one (1) Employee elected or appointed to represent the Union Local at conventions shall be allowed leave of absence without pay and without loss of benefits. Leave of absence without pay; but without loss of benefits, shall be allowed for two (2) additional Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, to a maximum of five (5) days in any one (1) year. Whenever possible, leave of absence under this clause will be requested two (2) weeks in advance. The Company would continue to pay the Employee/s during the above leaves of absence. In return the Union will reimburse the Company within fifteen (15) days following the receipt of the Company's invoice.

21:05 Paid Bereavement Leave

An Employee will be granted five (5) consecutive scheduled days leave with pay in the case of a death of a member of the immediate family. Immediate family shall include spouse, common law spouse, parent, child, step parent, step child and brother and sister.

Four (4) consecutive scheduled days for mother-in-law, father-in-law, grandparents, grandchildren, guardian, brother and sister in-law, son-in-law and daughter-in-law.

One (1) consecutive scheduled day for Aunt, Uncle, Niece and Nephew.

Employees approved for bereavement leave pay shall be paid at their regular straight time hourly rate. Employees shall be eligible for bereavement leave for a total of seven (7) calendar days following the date of death.

The Employee shall receive their regular pay for the time lost up to a maximum of one (1) consecutive day, four (4) consecutive days, or five (5) consecutive days during the period commencing with the day following the date of the death. No payment will be made under this policy during vacation days, normal days off or other pre-arranged absences. The above periods may be extended without pay if reasonable justification is provided to the Company.

If an Employee has to travel outside of Cape Breton area for immediate family, they may request two (2) additional unpaid time off for the purpose of travel. If a death occurs for which bereavement leave is provided under this article, and the Employee has scheduled vacation days during bereavement period, bereavement leave shall be substituted for the scheduled vacation days.

Should the burial or memorial service not be held within the allotted days immediately following the death of a family member as provided above and said burial or memorial service is held on the affected Employees scheduled work day in the future, the Employee shall be entitled to bank one (1) of the above referenced days for the purposes of attending that burial or memorial service.

In order to qualify for bereavement leave, pay an Employee must substantiate to the Company's satisfaction the Employees claim for the entitlement under this article.

21:06 Maternity Leave as a Right

Maternity 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, provided they are capable of performing their duties. In case of concerns about their ability to perform their duties, the Company can request the Employee to obtain a Doctor's certificate to the effect that they can perform their duties.

21:07 Length of Maternity/Parental/Adoption Leave

Maternity/Parental/Adoption leaves shall cover a period as outlined in the E.I. Regulations and Labour Standards Code, Province of Nova Scotia before and/or after the birth or adoption of a child.

21:08 Procedure Upon Return from Maternity/Parental/Adoption Leave

When an Employee is available to return to work after Maternity/Parental/Adoption Leave, they shall provide the Employer with at least two (2) weeks' notice. On return from Maternity/Parental/Adoption Leave, the Employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position within the bargaining unit, if their seniority allows it.

21:09 Jury Duty and Court Witness

The Employer shall grant leave of absence without loss of seniority and benefits of an Employee who serves as a Juror and/or Witness in any court. The Employer shall pay such Employee the difference between normal earnings and the payment received as juror or subpoenaed Court Witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the

amount of pay received. Time spent by an Employee required to serve as a Juror and/or Court Witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

21:10 General Leave

Request for general leave, for good and sufficient cause, shall be made in writing at least four (4) weeks in advance, whenever possible, to the Unit Manager for approval. Such approval shall not be withheld without just cause. Notice of approval shall be given in writing within one (1) week of such request. Notice of return shall be given, in writing, at least two (2) weeks prior to their return date. An Employee shall be a leave of absence without pay and without loss of seniority for up to twelve (12) months.

21:11 Paternity Leave

An Employee who has completed their probationary period will be granted two (2) days leave of absence, with pay within twelve (12) days of the day of birth or adoption of a child.

ARTICLE 22 – WAGES

22:01 Pay Days

The Employer shall remit earnings by direct deposit every second week in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of his/her earnings and deductions.

Hours worked before or after their regularly scheduled hours will be paid, provided the hours are authorized by the Employer.

22:02 Equal Pay for Work of Equal Value

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

22:03 Pay on Temporary Transfer, Higher Rated Job

Employees assigned to work on a higher paid classification for a period in excess of two (2) consecutive hours will be paid at the higher rate for all time worked in that classification.

22:04 Pay on Transfer, Lower Rated Job

When an Employee is temporarily assigned to work on a lower paid classification, the Employee will continue to be paid their regular wage rate for all such time worked.

22:05 Meals

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 two dollars and sixty-five cents (\$2.65), including required taxes, for each shift worked. A list of excluded items will be posted on the bulletin board.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION**23.01 New Classification**

- (a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of job change.
- (b) When the duties of any job are changed or increased substantially, or where the Union and/or an employee feels a job is incorrectly classified, or when a new job is created or established during the term of this Agreement, the rate of pay will be subject to discussion between the Employer and the Union.
- (c) If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

ARTICLE 24 – WORKERS COMPENSATION

- 24:01(a) An Employee receiving payment for a compensable injury under Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Worker's Compensation, the Employer shall continue to pay its share of all premiums for Employee benefit plans.
- (b) An Employee who is no longer deemed to have a compensable injury should be placed in his/her former position with the Employer. If the former position no longer exists, he/she shall be provided the Employee's seniority warrants it.
- (c) An Employee who participates in a modified return to work program following a period of absence while on WCB benefits shall be paid his/her

regular hourly rate for all time spent at work working unless the Employee continues to receive WCB benefits for the time worked.

24:02 Nova Scotia Workers Compensation

All Employees shall be covered by the Nova Scotia Workers' Compensation Act.

ARTICLE 25 – SAFETY AND HEALTH

25:01 The Employer will continue to maintain its equipment in accordance with Federal and Provincial safety Standards and to make reasonable regulations for the safety and health of its Employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of Employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to Employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary and dependable.

25:02 Subject to Article 25:01, the Employer and the Union will co-operate in setting up a safety committee as required by the Nova Scotia Health and Safety Act, within thirty (30) days of the signing of this Agreement.

25:03 The Employer will provide, at its expense, necessary safety clothing and equipment for its employees.

25:04 An Employee who is a member of an Occupational Health and Safety Committee is entitled to such time off from work as is necessary to attend meetings of the committee and to carry out their functions as a member of the committee, and such time off shall be deemed to be work time for which the Employee shall be paid by the employer at the applicable rate as per the Nova Scotia Occupational Health & Safety Act.

ARTICLE 26 – HARASSMENT

(a) The Union and the Employer recognize the right of Employees to work in an environment free from harassment and the Employer undertakes to discipline any person employed by the Employer engaging in harassment of another Employee.

(b) Harassment shall be defined as any practice that undermines an Employee's health, job performance, or workplace relationships or endangers an Employee's employment status or potential. Harassment shall include, but not be limited to: 1) unnecessary touching or petting; 2) suggestive remarks or other verbal abuse; 3) leering at a person's body; 4) compromising invitations; 5) demands for sexual favors; 6) physical assault.

- (c) In cases of harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where the harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The Employee who is being harassed will not be transferred against their will.
- (d) An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 27 – STORM DAYS

- (a) In the event the University is closed due to a winter storm, the Management will endeavour to contact each Employee scheduled to work that day, prior to the commencement of their shift, to inform them that a storm day has been declared and if their attendance at the University is required.
- (b) If the University declares a storm day, the Employees who were scheduled to work that day who are not required by the Employer to attend work shall have the option to:
 - I. Declare the day as an unpaid day
 - II. Declare the day a vacation day
 - III. Be scheduled for the equivalent number of lost hours at a mutually agreeable time, subject to final approval by the Employer

When a storm day has been declared by the University, prior to allowing Employees to leave, the Employer has the right to determine which Employees/areas of the business can be shut down sooner or scaled down over time and may require some Employees to delay their departure and/or complete the balance of their shift. The Employer shall consider those Employees who live further away from the University in being able to leave sooner than others.

Once the University is officially declared closed, Employees required to work by the Employer will be paid time and one-half for the remainder of the hours they are required to work that day. When a storm day is declared, Management is permitted to do bargaining unit work, but every effort will be made to get student replacements for the storm day.

ARTICLE 28 – COPIES OF AGREEMENT

The Union shall make available sufficient copies of the Collective Agreement in booklet form, and the cost shall be borne 50/50 by the Employer and Union so that each Employee and Manager shall be issued a copy and a copy will be given to each new Employee who is hired.

ARTICLE 29 – CLOTHING ALLOWANCE

(a) The Employer will supply uniforms for Employees as follows:

Service Staff	2
Productions Staff	2

(b) The Employer will supply two (2) new uniforms for Employees in September of each year.

(c) A sixty-five (\$65) dollar reimbursement, upon presentation of receipt for slip resistant/CSA approved footwear, will be made every twelve (12) months.

(d) Effective September 1, 2022, a seventy-five-dollar (\$75) reimbursement, upon presentation of receipt for slip resistant/CSA approved footwear, will be made every twelve (12) months.

(e) The Employer will continue its practice of providing a thirty-dollar (\$30) reimbursement per pair, upon presentation of receipt for Company approved pants, to a maximum of two (2) pairs of pants every (12) months.

ARTICLE 30 – EMPLOYEE R.R.S.P.

30:01 Deductions for Group R.R.S.P.

The Employer agrees to deduct from Employees who wish to enroll in the Group R.R.S.P. administered by Standard Life Insurance Company, 4.5% or more of the Employee's regular wages. Employees may change their rate of contributions once each year on November 1st.

The Employees may withdraw all or portions thereof their R.R.S.P., on December 1st of each year, and resume their contribution to the plan in accordance with the first paragraph.

30:02 The Employer agrees to pay 4.5% of regular wages as per Schedule "A" beginning September 1, 2002, and an additional 0.5% of regular wages as per Schedule "A" in September 1, 2003, and an additional 0.5% of regular wages as per Schedule "A" in March 31, 2004 to each Employee who was enrolled as of September 1, 2002. In the Group R.R.S.P. administered by Standard Life Insurance Company. From September 1, 2007, the Employer will pay 4.5% of regular wages as per Schedule "A" to each Employee who was enrolled as of September 1, 2002 in the Group R.R.S.P. administered by Standard Life Insurance Company.

ARTICLE 31 – SPECIAL EVENTS, BANQUETS

31:01 The parties agree to the following arrangement to fill the positions necessary to operate summer banquets (May 1 to August 31), banquets held from September 1 to April 30th and special events.

- 1) Seek volunteers from among union personnel who will have first choice of the jobs available in order of their seniority, i.e., most senior to least senior.
- 2) Provide the remainder of the banquet staff from casual non-union personnel hired only for those duties. Management shall provide the Union Secretary an updated monthly list on non-union banquet staff.
- 3) Employees will be paid at the rate of their current positions.
- 4) Re: Clarification of The Letter of Understanding for Maximizing Shifts Special Functions and Banquets

This letter of understanding was put into place so that Employees can maximize up to but not exceed their regular maximum hours, (defined in Article 16:01 as forty (40) hours per week). The Employee can agree to work a shift or shifts, which exceeds eight (8) hours per day at their regular rate of pay (straight time) but cannot be forced by the Employer to work anything exceeding eight (8) hours per day without paying the applicable rate of one and one-half (1 ½) times the normal rate of pay. This allows the Employee the ability to increase their scheduled hours to reach as close to their maximum as possible. The Employer must be clear to the Employee when it is a maximized shift.

For Special Events and Banquets: Article 31 allows Employees to have the right to work or refuse any or all special functions or banquets. Serving these special functions always was and should be separate from regular job description. It allows Employees to work and earn extra income for the "Impressions" catering owned and operated by Compass Group Canada. This clearly states in Article 31:01(3) that Employees will be paid at the rate of their current position. Overtime rates will not be applied for special events and banquets save and except any Employee that remains in their own position for preparation or distribution for these events (e.g. Cooks). This will then fall under Article 17:01 overtime rates. Catering and special function hours are not included in hours of work.

ARTICLE 32 – SCHOLARSHIP

32:01 The Employer and Cape Breton University have agreed to designate a scholarship of \$500 per year to Chartwells employees at Cape Breton University, their spouses, and their children who attend CBU. It is understood that the application must be sent to the Cape Breton University Awards Committee. The application must state that they are a Chartwells employee or spouse/child of a Chartwells employee. The applicant is required to meet the Cape Breton University Awards Committee criteria. If there are not Chartwells applicants, the scholarship will go to other students that year. The scholarship will not be held for future years.

ARTICLE 33 – DURATION AND TERMINATION

33:01 Duration

This Agreement shall be binding and remain in effect from September 1, 2021 to August 31, 2025. It shall be automatically renewed thereafter for successive periods of three (3) years unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof, or until either party exercises their rights under the Trade Union Act.

33:02 Termination of Agreement

Where a notice to amend/bargain this Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

ARTICLE 34 – FOR THE GOOD OF THE UNION PROVISION

34:01 Union Aid

One cent (.01¢) per member per hour for International Solidarity Union Aid.

The employer shall deduct on a weekly basis \$0.01 per hour from the wages of all members of the bargaining unit and prior to the 15th of the month following, remit that amount to Union Aid, CUPE's International Solidarity Fund. The Employer shall include with the remittance, the number of Employees for whom contributions have been made.

Prior to the 15th day of February each year the Employer shall forward to the Fund a list of the contributions made by each Employee for the preceding year.

The first deduction for the Fund will be made for the fourth week following the ratification of this Agreement.

It is understood that the participation by any Employee in the bargaining unit in the program of deductions set forth above may be discontinued by any Employee in the bargaining unit after the receipt by the Employer and the Union of that Employee's written statement of desire to discontinue participation.

ARTICLE 35 – ORIENTATION TRAINING

35:01 The Employer is committed to providing Employees with orientation training including both online and on the job training (i.e. job shadowing), as required and determined by the Employer. The amount of time spent on the job training is dependent on both the level of difficulty of the job and the Employee's ability to learn and comprehend such training. The Employer agrees to provide two (2) days of orientation training and any additional training as deemed necessary by the Employer to newly hired Employees with the understanding that some Employees may require less training. Orientation training shall be provided on each shift as an extra person.

IN WITNESS THEREOF the parties have signed this

_____ day of _____, 2022

For the Employer:

[Signature]

For the Union:

Melinda Carrigan
Donny Mac Isaac
Karen Bailey

SCHEDULE 'A'**JOB CLASSIFICATIONS – WAGES**

Effective the first full pay period following ratification, introduce a start and 1 year completed service rate

Effective September 1, 2021 – increase of \$0.40 for all classifications at 1 yr. completed service step

Effective September 1, 2022 – increase of \$0.35 for all classifications at 1 yr. completed service step

Effective September 1, 2023 – increase of \$0.40 for all classifications at 1 yr. completed service step

Effective April 1, 2024 – increase of \$0.20 for all classifications at 1 yr. completed service step

Effective September 1, 2024 – increase of \$0.45 for all classifications at 1 yr. completed service step

CBU and CUPE - Wage Grid EXP: August 31, 2025		01-Sep-20	01-Sep-21	DOR	01-Sep-22	01-Sep-23	01-Apr-24	01-Sep-24
		Expired						
Food Services	Start			\$13.70	\$14.05	\$14.45	\$15.05	\$15.25
	1 Yr. Completed Service		\$14.20		\$14.55	\$14.95	\$15.15	\$15.60
Porter	Start			\$13.70	\$14.05	\$14.45	\$15.05	\$15.25
	1 Yr. Completed Service		\$14.20		\$14.55	\$14.95	\$15.15	\$15.60
Dishwasher	Start			\$13.70	\$14.05	\$14.45	\$15.05	\$15.25
	1 Yr. Completed Service		\$14.20		\$14.55	\$14.95	\$15.15	\$15.60
Baker	Start			\$14.82	\$15.17	\$15.57	\$15.77	\$16.22
	1 Yr. Completed Service		\$15.82		\$16.17	\$16.57	\$16.77	\$17.22
Lead Hand	Start			\$14.82	\$15.17	\$15.57	\$15.77	\$16.22
	1 Yr. Completed Service		\$15.82		\$16.17	\$16.57	\$16.77	\$17.22
Cook	Start			\$15.90	\$16.25	\$16.65	\$16.85	\$17.30
	1 Yr. Completed Service		\$16.90		\$17.25	\$17.65	\$17.85	\$18.30
Catering and Retail Supervisor	Start			\$15.70	\$16.05	\$16.45	\$16.65	\$17.10
	1 Yr. Completed Service		\$16.70		\$17.05	\$17.45	\$17.65	\$18.10

Employees who are currently receiving a rate of pay in excess of the new rate of pay for their job classification will have their rate "red circled" and protected until such times as subsequent rate increases to their classification exceed the protected rate, at which time they will receive the correct rate of the job classification.

There shall be no pyramiding or duplication of any payments, benefits or allowances from any source, regardless of the purpose for the premiums.

LETTER OF UNDERSTANDING

Between

CUPE Local 4428

And

Compass Group Canada Ltd.
Operating at Cape Breton University

All bargaining unit members shall have the opportunity to maximize up to but not exceed their regular maximum hours, as defined in Article 16.01 as forty (40) hours per week. By mutual agreement, Employees may work in excess of eight (8) hours per day, without triggering the applicability of Article 17.01.


Should additional hours and/or shifts become available and in accordance with their bargaining unit seniority, Employees will be offered additional hours in the following order to their maximum regular hours, provided they are able to do the normal requirements of the job:

1. Full time employees in the affected classification, who have stated their availability and do not trigger any additional weekly overtime costs, will be called in order of their seniority.
2. Part time employees in the affected classification, who have stated their availability and do not trigger any additional weekly overtime costs, will be called in order of their seniority.
3. Casual Employees and/or Students.




The aforementioned allows and Employee the ability to increase their scheduled hours to reach as close to their maximum as possible. The Employer must be clear to the Employee when it is a maximized shift,

Signed at _____, this _____ day of _____, 2022

For the Employer:



For the Union:

LETTER OF UNDERSTANDING

Between

CUPE Local 4428

And

Compass Group Canada Ltd.
Operating at Cape Breton University

RE: Q.S.V.C. COMMITTEE

The parties agree to form a Committee, separate from the Labour/Management Committee to meet quarterly to review:

- 1. Quality (Q)
- 2. Service (S)
- 3. Value (V)
- 4. Cleanliness (C)

The overall goal and function of this Committee is to seek continuous improvement in the operations processes, product cycle times and communication techniques directly related to Q.S.V.C. issues in the units.


Two (2) Employees will be selected by the Union to sit on the QSVC Committee and will suffer no loss of regular hours of pay. If an Employee has a particular problem to discuss, the Committee will make arrangements to hear the concerns of that Employee.

The intent is to ensure staff ideas, suggestions for improvement and reviewed and answered, and specifically, that creative ideas can result in continuous operational improvement to benefit the customer and client within the resources allowed.

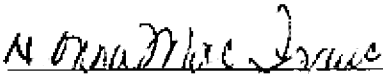
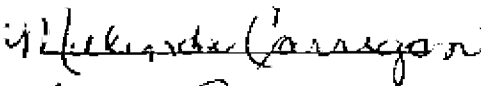

The parties agree that participation in this committee is on a without prejudice basis, that it does not bind either party and is therefore not a grievance article of the Collective Agreement.

Signed at _____, this _____ day of _____, 2022

For the Employer:



For the Union:

LETTER OF UNDERSTANDING

Between

CUPE Local 4428
(The Union)

And

Compass Group Canada Ltd.
Operating at the Cape Breton University
(The Company)


Re: Clarification of Article 2.01 and 2.03

Parties agree that there is currently no Executive Chef in the employment of the Employer. On a moving forward basis, the Head Cook and Chef Manager shall be excluded from the bargaining unit. It is further understood and agreed that the Chef Manager shall perform bargaining unit work in cases of emergencies and/or special functions. It is agreed and understood that the Head Cook shall perform bargaining unit work.


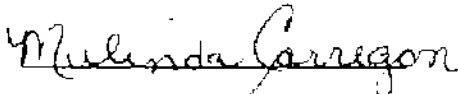
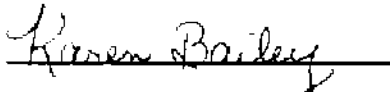
For clarification, Jason is currently the Head Cook and John is currently the Chef Manager.

Signed at _____, this _____ day of _____, 2022

For the Employer:



For the Union:

Memorandum of Settlement

Between

Compass Group Canada Ltd.

(operating as Chartwells Senior Dining and CBU)

(the "Employer")

- AND -

CUPE, Local 4428

(the "Union")

(collectively the "parties")

WHEREAS considering the current state of the labour market, the Parties requires an adjustment to the wage rates to address accelerated enhancements to the Minimum Wage in the province of Nova Scotia;

AND WHEREAS the current Collective Agreement between the parties expires on August 31, 2025;

NOW THEREFORE the parties agree to the following mid-contract amendments on a without prejudice and precedent basis:

1. The parties agree not to alter the existing terms and conditions of the Collective Agreement, save and except those items included below.
2. Schedule A – Wage Rates
 - a. The Employer agrees to implement an amended Wage Grid
 - b. There shall be no retroactivity as a result of such amendment

CBU and CUPE - Wage Grid EXP: August 31, 2025		1-Sep-20 Expired	1-Sep-21 \$0.40	DOR	1-Sep-22 \$0.35	1-Sep-23 \$0.40	1-Sep-24 \$ 0.45
Food Services	Start			\$13 70	\$14.05	\$15.05	\$ 15.50
	1 Yr. Completed Service	\$ 13 80	\$14.20		\$14.55	\$15.15	\$ 15.60
Porter	Start			\$13 70	\$14.05	\$15.05	\$ 15.50
	1 Yr. Completed Service	\$ 13 80	\$14.20		\$14.55	\$15.15	\$ 15.60
Dishwasher	Start			\$13 70	\$14.05	\$15.05	\$ 15.50
	1 Yr. Completed Service	\$ 13 80	\$14.20		\$14.55	\$15.15	\$ 15.60
Baker	Start			\$14 82	\$15.17	\$15.77	\$ 16.22
	1 Yr. Completed Service	\$ 15 42	\$15 82		\$16.17	\$16.77	\$ 17.22
Lead Hand	Start			\$14 82	\$15.17	\$15.77	\$ 16.22
	1 Yr. Completed Service	\$ 15 42	\$15 82		\$16.17	\$16.77	\$ 17.22
Cook	Start			\$15 90	\$16.25	\$16.85	\$ 17.30
	1 Yr. Completed Service	\$ 16.50	\$16.90		\$17.25	\$17.85	\$ 18.30
Catering and Retail Supervisor	Start			\$15.70	\$16.05	\$16.65	\$ 17.10
	1 Yr. Completed Service		\$16.70	\$16.70	\$17.05	\$17.65	\$ 18.10

3. The parties agree that amended Wage Grid is due to the current and unique circumstances of the employment market. The parties agree that the special market adjustment to wages cannot be disclosed, referenced or used as a precedent by either side in any collective bargaining process that does not directly pertain to the Employer and the Union, as identified in this Memorandum, including, but not limited to any conciliation, mediation presently or in the future.

4. This Agreement may be executed electronically or via videoconference and in counterparts, on different dates, and such separate counterparts shall be construed together one and the same instrument. An executed counterpart delivered electronically shall be deemed as effective as an original. The effective date of the Agreement shall be deemed the last date on which a party has signed this Agreement

Signed at electronically this _____ day of April, 2023.

For the Union

For the Employer

Donna Mac Isaac

[Signature]

