

COLLECTIVE AGREEMENT

BETWEEN



**COMPASS GROUP CANADA LIMITED
CHARTWELLS EDUCATION DINING SERVICES, ENGLISH
SCHOOL DISTRICT (formerly Eastern School Region and
Avalon East District)
(the Company)**

-AND-



**CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 4885
(the Union)**

EFFECTIVE DATE: June 1, 2024

EXPIRY DATE: May 31, 2028

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ARTICLE 1 – PURPOSE

- 1.01 This agreement is designed specifically to provide orderly collective bargaining relations between the Company and its employees who are subject to the provisions of this Collective Agreement to secure prompt and equitable disposition of grievances. Furthermore, it is mutually understood and agreed that any action which is instituted for the purpose of defeating or circumventing the intent and purpose of this agreement shall not be condoned by either of the parties signatory hereto.
- 1.02 The parties are agreed that in accordance with the general purpose of this agreement it is mutually advantageous that the Company operates in an efficient and profitable manner under methods which will further to the fullest extent possible the level of service to the client, the economy of the operation, the quality and quantity of output, the cleanliness of the premises, the protection of property and the health and safety of its employees.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage and direct it's working forces, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- (a) Maintain order efficiency and discipline, operate the facility in a profitable manner;
 - (b) Hire, rehire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that a non-probationary employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) Generally, to manage the industrial enterprise in which the Company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the services to be rendered, the kinds of machines or goods to be used; and
 - (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 3 – SCOPE AND RECOGNITION

- 3.01 The Company agrees to recognize the Union as the bargaining agent for all employees of COMPASS GROUP CANADA LIMITED employed in Avalon East Regional Schools and Avalon West Regional Schools of the Newfoundland and Labrador English School District (NLESD save and except Managers (St. John's office), St. John's office staff, non working supervisors and those above the rank of non working supervisors.
- 3.02 This Agreement shall not be construed to extend to or effect in any way other phase of the Company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in the article and Schedule "A" and shall not be construed to include any other employees of the Company in any other divisions, branches or component.
- 3.03 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried out at the workplace except as specifically authorized by the provisions of this Agreement.
- 3.04 Work of the Bargaining Unit

Employees outside the bargaining unit 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 for the shift.

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 effective from date of hire.

- 4.02 The Employer will notify the Union 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).
- 4.03 The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and shall supply each employee with a copy of the Collective Agreement accompanied by a list of the most recent Union Officer contact information that has been provided to the Employer by the Union.

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 dues of the Union.

5.02 Remittance of Union Dues

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 Blvd., 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, regular part-time or casual employee. Deductions shall be made every payday.

5.03 The Union shall provide the Company with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees or any special assessments levied by CUPE National or CUPE NL.

5.04 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company, from any and all claims, demands, actions or causes of action arising out of, in any way connected with the collection and remittance of such dues.

5.05 The Union shall indemnify and save the Company harmless from claims and any form of liability as a result of any incorrect information provided under Article 5.02.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01 (a) For the purpose of this Agreement, a “full-time” employee shall be one who regularly works twenty-five (25) hours per week or more and employees who work less than twenty-five (25) hours per week on a regular basis shall be classified as “part-time” employees. This is not to be considered a guarantee of hours.

(b) Casual Employees are those employees who are hired by the employer to work on an on-call basis. **Unless in exceptional circumstances, casual employees being called in shall not work or be paid for more hours than the regular employee they are replacing.** It is understood that regular employees will have first refusal for catering work.

6.02 Any hours worked by an employee in excess of forty (40) hours per weekly period shall be compensated at the rate of time and one half (1 ½) their regular straight time hourly rate.

- 6.03 The work week shall commence and reflect the pay schedule cycle of the Company.
- 6.04 The operation of the Company can, and the Company shall have the right to establish operations on a seven (7) day a week basis.
- 6.05 The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts and the arrangement of shifts shall be determined on an ongoing basis by the Lead Hand under the direction of the **management**.

A minimum of two (2) hours notice must be provided to an employee that is scheduled for a shift, to cancel the shift. Unless the shift cancellation is due to reasons beyond the control of the employer.

It is understood that senior General Help employees in any unit will not be scheduled for less hours than a less senior General Help employee unless it is the preference of the senior employee provided the senior General Help possesses the necessary skill, ability and qualifications to perform the work required.

- 6.06 All employees who work in excess of three (3) hours in a shift will receive a fifteen (15) minute paid break.

If, due to unforeseen circumstances or emergencies, an employee is unable to take their break the Operations Manager may authorize fifteen (15) minutes at the employees' regular hourly rate to be added to the employees pay in lieu of the break.

- 6.07 All employees who are scheduled to work more than five (5) hours will receive one thirty (30) minute unpaid meal period. The unpaid meal period may be waived by mutual consent.

- 6.08 An employee unable to report to work due to sickness or other justifiable reason shall notify their immediate Lead Hand **and/or direct manager** as early as possible but in no event less than one (1) hour prior to the commencement of their shift.

When notifying the Company of absence, an employee must give an estimated date of return if known to them. If later they are unable to return on that date, a new return date must be given to the Lead Hand as early as possible.

An employee cannot show up to work without having provided advance notice to the Lead Hand.

In all cases of absences, the employee is required to inform the employer as early as possible, state the reason for the absence, and provide supporting

documentation. When employees are absent for three (3) or more days, medical documentation may be required. It is understood that the employer will reimburse the employee for any costs related to acquiring medical documentation.

ARTICLE 7 – NO DISCRIMINATION

7.01 Employer Shall Not Discriminate

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, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identity, marital status, place of residence, physical or mental disability, nor by reason of his/her membership or activity in the Union, nor for any reason prohibited by the human rights legislation.

ARTICLE 8 – PROMOTIONS AND STAFF CHANGES

8.01 Vacancies or newly created positions that may occur during the school year will be offered to the most senior employee who possesses the qualifications and ability to do the job as follows;

- (i) employees will indicate to the employer their desire to be considered for job opportunities that may occur in other schools during a school year. The employee's desire to be considered for such opportunities may be submitted at any time; however, the Employer will fill vacant positions for upcoming school years based on information received by June 30th in any given year. All requests shall be made on the form provided by the employer indicating the schools the employee wishes to be considered for and submitted directly to the District Manager or management.**
- (ii) a list will be generated from the written submissions received indicating for each employee that has made the above submission the schools they wish to be considered for. A copy of this list will be sent to the union.**

when a vacancy occurs in a school the employer will ask employees who have indicated their desire to be considered for a position in the school where the vacancy has occurred and to only those employees who have made their desire for consideration known to the employer in accordance with 8.01 (i) above. Qualifications, ability and seniority will be the governing factors in awarding the position. Employees will accept or decline within twenty-four (24) hours of being offered such a position. The employer will inform the Union of the successful applicant.

- (iii) if no employee has been awarded the position the employer will have the right to hire from outside of the bargaining unit.

8.02 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 find themselves unsuited to performing the duties of the new position shall within a maximum of thirty (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 their former position, wage or salary rate, without loss of seniority.

ARTICLE 9 – HOLIDAYS

- 9.01 (a) Employees will receive the following paid statutory holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Labour Day	

the holiday (Mid Winter Break) in February as recognized by the client in each individual schools (starting in February 2016)

- (b) Qualification and payment for the above will be in accordance with the *Labour Standards Act of Newfoundland and Labrador* as amended from time to time.

- 9.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one half (1 ½) their regular straight time hourly rate for the hours they work on the holiday.

9.03 Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended an amount equal to the number of holidays occurring during the vacation and the employee shall receive their holiday pay.

ARTICLE 10 – VACATIONS

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

<u>Length of Service</u>	<u>Percentage</u>
less than 5 years of employment	4%
5 but less than 10 years of employment	6%
10 years plus employment	8%
15 years plus employment	10%

10.02 Vacation pay shall be accrued and paid in accordance with current Company practice.

10.03 An employee who terminates their employment for whatever reason and has not received their vacation pay allowance as provided herein will receive at time of termination a percentage of their earnings as stipulated in 10.01 above.

10.04 Employees who would like to schedule vacation, shall request vacation leave in writing to the District Manager at least two weeks in advance of the vacation leave. Approval of such leave shall be subject to the Employer's operational requirements and the availability of qualified replacement staff.

ARTICLE 11 – NO STRIKES OR LOCKOUTS

11.01 In accordance with the *Labour Relations Act of Newfoundland and Labrador*, the Union and the Company agree that so long as this Collective Agreement continues to operate there shall be no strikes and lockouts or any other interference with, or interruption of the normal conditions of the Company's business by the Union or its' members. The definitions of the terms "strike" and "lock-out" as used above shall be in accordance with the *Labour Relations Act of Newfoundland and Labrador*.

11.02 It is further agreed that during the term of this Agreement or beyond the termination hereof or beyond the termination date of any extension thereof, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption or work.

ARTICLE 12 – UNION REPRESENTATION

- 12.01 The Union may elect or otherwise appoint up to five (5) Steward(s) for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement. **Any employees not wanting union representation shall sign the waiver attached to the back of this agreement. A copy of the signed waiver shall be provided to the union the following business day.**
- 12.02 The Union shall keep the Company notified in writing of the name of the Steward(s) and the Local Union Representative and the effective date of their appointment. The Company shall not be required to recognize a Steward or Local Union Representative until so notified in writing of their election or appointment.
- 12.03 No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in Article 2 hereof.
- 12.04 It is agreed that the Steward shall continue to perform their regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining permissions from their Manager or their designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during working hours when there is no supervision, the Union agrees that the Steward will not abuse their privilege under this paragraph, by absenting themselves from work in an unreasonable manner and for more time than reasonably required to handle the grievance.
- 12.05 It is agreed that the Steward will not absent themselves from work unnecessarily during working hours for the purpose of presenting grievances. In return for this undertaking, the Company will compensate the Steward at their regular straight time hourly rate for the time spent during their regular working hours for such purposes, provided the procedure under clause 12.04 is followed. The Company reserves the right to limit the time spent in the presentation of a grievance if it deems the time taken to be excessive.
- 12.06 The parties agree that where possible the Steward will conduct Union business after working hours so as to minimize disruption to the workplace.
- 12.07 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary 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 of the Union or their designate.

12.08 The Union Secretary will notify the Employer of any changes to the Union Executive.

12.09 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.

12.10 Bargaining Committee

Representation of the Union for negotiations will not exceed three (3) employees and may be accompanied by a National Representative of CUPE. Those employees shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer. The union shall give the employer at least five (5) days written notice of time off required for preparation of negotiation proposals by employees. The Union will reimburse the Employer for time off of employees to prepare proposals.

ARTICLE 13 – SHOP STEWARDS/DISCIPLINE

13.01 The Union will appoint up to five (5) Shop Stewards to represent up to five (5) grouping of sites based on geography.

13.02 Verbal/Written Warnings

When an employee is to be given a verbal/written warning it shall be done in person or virtually, and in the presence of a Shop Steward if so desired by the employee.

13.03 Written Warnings

When an employee is to be given a written warning, it shall be hand delivered and copied to the designated Shop Steward. If hand delivery is not practical, the written warning shall be delivered by registered mail to the employee's home address with a copy to the designated shop steward. **The copy shall be delivered to the union within seven (7) days of the meeting occurring.**

13.04 Suspensions/Dismissals

Should the Employer feel that a suspension or dismissal is warranted it shall contact the employee to set a time, date and location to meet. The Employer will contact the designated Shop Steward to inform them that such a meeting will be taking place. Whenever practical the Employer will visit the employee's workplace immediately following the employee's shift and the employee shall have the right to have their Shop Steward present. The employee may waive their right to have a Shop Steward present.

- 13.05 The record of an employee shall not be used against the employee at any time after **twelve (12)** months following a suspension or disciplinary action, including letters of reprimand or any adverse report, **provided there was no other discipline of a similar nature at any time during this period of twelve (12) months.**

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

- 14.01 A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement, and must be submitted to the Company within five (5) working days of the event in question, or five (5) working days from the time the employees or the Union should reasonably have known of the occurrence of the event upon which the grievance is based, and must be submitted to the Company in writing within ten (10) working days, in accordance with the following procedure.

STEP 1 An employee who has a complaint or question shall discuss the matter with their Manager within ten (10) working days of the action giving rise to the complaint or question. The employee may be accompanied by a Steward if they so desire. If the two parties do not reach an understanding, then the next step of the grievance procedure may be invoked.

STEP 2 The grievance shall be submitted in writing to the Manager within fifteen (15) working days of the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. The Manager or designate and the Steward shall endeavour to arrange a satisfactory settlement within fifteen (15) calendar days. If such a settlement cannot be reached, then the next step of the grievance procedure may be invoked.

STEP 3 Two copies of the written grievance shall be forwarded to the Operations Manager or designate and the Union Representative. The District Manager or designate and Corporate Labour Relations and the Union Representative shall confer and try to reach a settlement within fifteen (15) working days, or any other such time period they may agree upon.

If the matter is settled, the settlement shall be stated, in writing, and signed by the Operations Manager or designate and the Union Representative. Failing a settlement, the Operations Manager or designate shall provide a written response within fifteen (15) days.

- 14.02 Abandonment

If a grievance is not initiated or advanced to the next stage within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of both parties.

14.03 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give their written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned and all rights of recourse to the grievance procedure shall be at an end.

14.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, step one maybe by-passed.

14.05 A claim by an employee who has completed their probationary period that they have been discharged from their employment without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the District Manager or their designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

14.06 The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company. The Company and Union further agree that probationary employees shall not have access to the grievance and arbitration procedures with respect to their discharge, except where discrimination or bad faith are alleged.

14.07 Disputes that are carried to arbitration shall be heard before a sole arbitrator.

14.08 When either party requests that a grievance be submitted to arbitration as herewith provided, it shall notify the other party within fifteen (15) calendar days of the decision at Step 3. The Company and the Union shall attempt to agree to an arbitrator within fifteen (15) calendar days. Should the parties be unable to agree to an Arbitrator, the matter shall be referred to the Minister of Labour for determination.

14.09 The decision of the arbitrator will be final and binding upon the parties hereto.

14.10 The parties will jointly bear the fees and expenses of the arbitrator.

- 14.11 The arbitrator shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to add to or subtract from this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
- 14.12 No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.
- 14.13 Any and all time limits referred to under the Arbitration Procedures herein, may at any time, be extended by written agreement between the Company and the Union.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the original date of hire with the Employer 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.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. 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. The seniority list shall be formatted in descending order of seniority.

15.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first ninety (90) calendar days for full-time employees, or the first sixty (60) days worked for part-time and casual 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 their name placed on the seniority list with a seniority date in accordance with Section **15.01**.

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

- (a) by voluntarily leaving the employ of the Company;
- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
- (c) if an employee has been laid off and fails to return to work on the date of recall as described in the layoff notice or within five (5) days of its mailing by registered mail to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. The Company agrees to give a formal written notice of any change to that date. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company **by email, or in writing** of the circumstances and probable return date;
- (e) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
- (f) if an employee is absent from work for two (2) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;
- (g) if a non-probationary employee is laid off and not recalled within eighteen (18) months from the date of lay off or the length of their seniority, whichever is lesser;
- (h) if an employee is absent due to non-occupational illness or accident for a period of twenty-four (24) months from the date of accident occurred or the illness commenced;
- (i) if an employee is absent due to occupational illness or accident for a period of twenty-four (24) months from the date the accident occurred or the illness commenced;
- (j) if an employee is retired in accordance with Company policy.

15.05 An employee that accepts a position with the Employer that is outside the bargaining unit shall have their seniority protected for a period of one (1) year and shall forfeit their seniority with the bargaining unit after completion of the one (1) year period.

15:06 When casual employees are required they shall be called in order of seniority, by location.

ARTICLE 16 – LAY-OFF AND RECALL

16.01 (a) Bumping

Employees who are General Help that receives a layoff shall be permitted to bump an employee with less seniority if qualified and able to perform the duties of the position. An employee exercising this option shall do so, in writing to the employer, within five (5) working days from receipt of their layoff notice. It is further agreed that an employee wishing to bump another employee shall not be permitted to bump to a higher paying position.

- (b) Employees who are Lead Hands that receives a layoff or permanent reduction of hours shall be permitted to bump an employee with less seniority if qualified and able to perform the duties of the position. An employee exercising this option shall do so, in writing to the employer, within five (5) working days from receipt of their layoff notice. It is further agreed that an employee wishing to bump another employee shall not be permitted to bump to a higher paying position.

16.02 Temporary Closures

Should the NLESD deem it necessary to temporarily close a school for a period in excess of four (4) weeks, employees adversely affected shall have the option of exercising their bumping rights as per Article 16.01 only after the employer has made every reasonable effort to place the affected employee(s) in a position of equivalent weekly hours and wages within the NLESD.

Further to the above, should the NLESD extend a period of closure that was scheduled to be less than four (4) weeks it is agreed that affected employees shall be permitted to exercise their bumping rights only after the employer has made every reasonable effort to place the affected employee(s) in a position of equivalent weekly hours and wages within the NLESD.

Upon the re-opening of a school that was temporarily closed, an employee may exercise their bumping right under this clause to revert back to the school they were previously at.

16.03 Permanent Closures

When the Employer is unable to renew a contract at any school or when the NLESD permanently closes a school, any employee that is adversely affected shall be permitted to exercise their bumping rights as per Article 16.01.

ARTICLE 17 – BEREAVEMENT LEAVE

17.01 In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive workdays leave of absence to attend the funeral.

Bereavement leave will be paid at the regular straight-time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed three (3) days. This period may be extended by up to two (2) days without pay if reasonable justification is provided to the Company.

Immediate family shall mean the employee's parent, spouse, child, stepchild, grandparent, grandchild, brother and sister, mother-in-law, father-in-law, brother-in-law and sister-in-law, daughter-in-law or son-in-law. "Spouse" for the purposes of bereavement leave will include a partner of the same sex and common law spouse as defined by law.

Employees shall be granted one (1) day with pay to attend the funeral of an aunt, uncle, niece or nephew.

17.02 In order to qualify for bereavement leave pay an employee must substantiate to the company's satisfaction their claim for the entitlement under this article.

ARTICLE 18 – JURY DUTY

18.01 An employee who is required for jury duty may receive compensation from the Company of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses, provided that the employee:

- (i) notifies the Employer immediately of the employee's notification that he will be required to attend court; and
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) presents proof of the amount of pay received for such service.

ARTICLE 19 – UNION LEAVE

19.01 Unpaid leave of absence without loss of employer service shall be granted on the Union's written request to employees to represent the Union at labour conventions, schools or other seminars. The union agrees that all written requests shall be submitted a minimum of seven (7) working days prior to taking the actual time requested. This leave provision will be limited to a total of **twenty (20)** regular days annually **for the whole bargaining unit**.

ARTICLE 20 – MATERNITY/PARENTAL LEAVE

20.01 Maternity, Paternity, Parental and Adoption Leave

Maternity, Paternity, Parental and Adoption Leave shall be taken in accordance with applicable legislation. While on such leaves an employee shall be permitted to continue in the Company's Group Benefit Plan subject to an employee paying their portion of Group Benefit premiums on a monthly basis

ARTICLE 21 – BENEFITS

21.01 Employees classified as 'supervisors' as of June 1, 2009, who are subsequently classified as 'Lead Hand' will remain on their current Group Benefit Plan, subject to eligibility requirements. All General Help and any Lead Hands either promoted from General Help or hired after June 1, 2009, will be entitled to the 'Hourly Group Benefit Plan' currently in place, subject to eligibility requirements. All employees who work a minimum of 20 hours a week shall be entitled to Health and Welfare Benefits.

ARTICLE 22 – SICK LEAVE

22.01 All employees shall receive **three (3)** paid sick leave days per school year which shall not accumulate from year to year.

Any unused sick leave shall be paid out at the rate of fifty percent (50%) in their last pay period of the school year.

ARTICLE 23 – GENERAL

23.01 All heading and subtitles contained within the Collective Agreement are for information purposes only.

23.02 The Union may post information in the workplace, such as notice of membership meetings and other information that it deems necessary to communicate to its members. Such posting will only be made after prior approval of the employer.

23.03 Employee Pay

The Employer shall pay wages bi-weekly, and the bi-weekly payroll period will be defined by the company's accounting schedule. Each employee shall be presented with an itemized statement of wages and deductions on each pay.

23.04 Adverse Weather/State of Emergency

Employees who have commenced work and during their shift their school is closed due to adverse weather conditions shall be paid the balance of their shift.

23.05 Uniforms

Uniforms are to be supplied by Compass in **September** of each year at no cost to employees. Employees shall only wear the approved uniforms. The uniforms are to be maintained in presentable fashion and unserviceable uniforms will be replaced on a like for like basis. **All employees shall be provided with properly fitting uniforms.**

It is understood that newly hired employees may not receive a uniform in September.

23.06 General Leave

Subject to Employer approval an employee may take a general leave of absence to a maximum of one (1) year. **The Employee's request and the Company's approval shall be made in writing.**

23.07 Changes in Classifications

When a classification not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If parties are unable to agree on the new classification and/or the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the classification was first filled by the employee.

ARTICLE 24 – MEAL ALLOWANCE

24.01 Employees shall be permitted to purchase food and drink for personal consumption during their shift at a reduced rate of 50%. These food items must be consumed during break time and must not leave the premises. All food items must be purchased through the POS system and a receipt provided. A list of excluded food and drink items will be posted on the bulletin board.

24.02 Bank Deposits

When employees, at the request of the employer, use their personal vehicle to transport bank deposits to a financial institution the employee will be scheduled one half (1/2) hour at their normal rate of pay for such visit to the financial institution. Employees require more than one half (1/2) hour will be afforded the appropriate time as authorized by the employer.

Employees who prior to February 11, 2012, have had a longstanding practice of receiving one (1) hour of scheduled time for the purpose of banking will have this practice continue.

24.03 Catering

When an employee(s) participates in catering special events and such events take place between the hours of 4:00 p.m. and 8:00 a.m. the employee(s) shall be paid a premium of \$1.00 per hour for each hour worked between 4:00 p.m. and 8:00 a.m. This premium shall also apply to all hours worked on weekends.

ARTICLE 25 – HEALTH and SAFETY

25.01 The union and the Employer agree to abide by the provisions of *The Occupational Health & Safety Act of Newfoundland and Labrador*.

25.02 First Aid Kits

A First Aid Kit shall be supplied by the Employer in appropriate locations of the Employer.

25.03 Safety Equipment

The Employer shall provide each Unit with all the necessary tools, safety equipment, protective clothing and sufficient training in order for employees to safely perform their functions.

ARTICLE 26 – DURATION AND PREVIOUS AGREEMENTS

- 26.01 Unless changed by mutual consent in writing, the terms of this Collective Agreement shall continue in effect from **June 1, 2024** until **May 31, 2028** and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, by registered mail, not more than ninety prior to the expiry date of this Agreement, of termination of, or proposed revision of, this Agreement.
- 26.02 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry day, this Agreement shall continue in effect until a new agreement is reached by the parties or until conciliation/mediation proceedings prescribed at law have been completed, whichever date shall first occur.

DATED AT ST. JOHN'S THIS 2 DAY OF DECEMBER 2025.

FOR THE COMPANY

FOR THE UNION

Kay Brett

Kay Brett (Dec 1, 2025 15:40:32 GMT-3.5)

Karen Lynch

Karen Lynch (Dec 2, 2025 15:48:11 GMT-3.5)

Anki MacIsaac

Anki MacIsaac (Dec 2, 2025 08:20:16 AST)

Carlyn Peddle

Carlyn Peddle (Dec 1, 2025 15:26:43 GMT-3.5)

David Seymour

David Seymour (Dec 7, 2025 16:06:28 EST)

Darla Ryan

Mariepierre Larouche

Mariepierre Larouche (Dec 1, 2025 15:15:02 EST)

Michael Owens

Mike Owens (Dec 1, 2025 15:34:00 GMT-3.5)

SCHEDULE "A"

Upon ratification of contract:

- **2% retro from June 1, 2024, up to ratification of agreement for all active employees.**
- **Signing bonus of \$250 for all active employees at the date of signature of the CBA.**

Classifications	Current	Ratification*	01-Jun-26	01-Jun-27
		*One-time only special market adjustment.		
General Help	\$15.83	\$18.00	\$18.75	\$19.50
Cook	N/A	\$19.00	\$19.75	\$20.50
Lead Hand	\$17.57	\$20.00	\$20.75	\$21.50

LETTER OF UNDERSTANDING #1

between

**COMPASS GROUP CANADA LIMITED
CHARTWELLS EDUCATION DINING SERVICES, ENGLISH SCHOOL DISTRICT
(formerly Eastern School Region and Avalon East District)**

-and-

**CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 4885
(the Union)**

BEAVER PENSION and GROUP RRSP

During our recent contract negotiations, the subject of the old Beaver Pension Plan was discussed. Also discussed was the Group RRSP Plan that certain employees were actively participating in. The following is the agreement between the parties as it relates to the foregoing.

Employees previously classified as supervisors who are participating in the Beaver Food Pension Plan will continue to participate in the Plan for the duration of this Collective Agreement or until the conclusion of their employment with the employer, whichever comes first.

Employees previously classified as supervisors who are participating in the Compass Group Canada Group RRSP will continue to participate in the RRSP for the duration of this Collective Agreement or until they change classification or until the conclusion of their employment with the employer whichever comes first.

DATED AT ST. JOHN'S THIS 2 DAY OF DECEMBER, 2025.

FOR THE COMPANY

FOR THE UNION

Mariepierre Larouche

Mariepierre Larouche (Dec 1, 2025 15:5:02 LST)

Karen Lynch

Karen Lynch (Dec 2, 2025 15:48:11 GMT-3.5)

LETTER OF UNDERSTANDING #2

between

**COMPASS GROUP CANADA LIMITED
CHARTWELLS EDUCATION DINING SERVICES, ENGLISH SCHOOL DISTRICT
(formerly Eastern School Region and Avalon East District)**

-and-

**CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 4885
(the Union)**

Shoe Allowance:

Employees who have completed their probationary period shall receive an annual allowance for approved non-slip shoes of up to forty dollars (\$40.00). Such allowance will be on a reimbursement basis and employees shall produce an original receipt in order to collect payment. The shoes must meet Company standards.

DATED AT ST. JOHN'S THIS 2 DAY OF DECEMBER , 2025.

FOR THE COMPANY

FOR THE UNION

Mariepierre Larouche

Mariepierre Larouche (Dec 1, 2025 15:15:02 EST)

Karen Lynch

Karen Lynch (Dec 2, 2025 15:48:11 GMT-3.5)

LETTER OF UNDERSTANDING #3

between

**COMPASS GROUP CANADA LIMITED
CHARTWELLS EDUCATION DINING SERVICES, ENGLISH SCHOOL DISTRICT
(formerly Eastern School Region and Avalon East District)**

-and-

**CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 4885
(the Union)**

Training:

Within 30 days of hiring new employees (regular and casual) the Employer shall endeavour to provide them with in-unit training for a minimum of 3 hours, to be paid at their regular rate of pay.

DATED AT ST. JOHN'S THIS 2 DAY OF DECEMBER , 2025.

FOR THE COMPANY

FOR THE UNION

Mariepierre Larouche

Mariepierre Larouche (Dec 1, 2025 15:15:02 EST)

Karen Lynch

Karen Lynch (Dec 1, 2025 15:15:11 EST)

WAIVER OF UNION REPRESENTATION

Name of Employee: _____

Location: _____

Date: _____

This is to confirm that I have been advised by management that, in accordance with Article 12 of the CUPE Local 4885 Collective Agreement, I have a right to be accompanied by a Union Representative at the meeting between and I, scheduled for _____ and have waived this right.

I further understand that at any point during this procedure I can revoke this waiver and have access to union representation.

By signing this document, I consent to the Employer providing a copy of this waiver to the Local 4885 President to maintain for the Local's confidential records.

Employee

Employer

Date

Date