

**Compass Group Canada (Morrison) LTD
At Southlake Regional Health Centre**

And

**UNITED FOOD AND COMMERCIAL WORKERS
UNION CANADA, Local 175**



TERM February 26, 2016 – February 25, 2019

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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 operation, the quality and quantity of output, the cleanliness of the premises and the protection of property.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2 01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces, except as modified by this Collective Agreement. Without restricting the generality of the foregoing, such rights of the Company shall include the right to
- (a) Maintain order, efficiency and discipline, operate the facility in a profitable manner,
 - (b) Hire, rehire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that 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, the method of operating, and control of materials or goods to be used; and
 - (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

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 (Morrison) Ltd engaged in retail Food Services at Southlake Regional Health Centre in the City of Newmarket, Ontario save and except Supervisors, person above the rank of Supervisors, Office and Sales staff.

- 3 02 This Agreement shall not be construed to extend to or to effect in any way any 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 of the Company's other divisions, branches or components.
- 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 Persons excluded from 3 01 above will not regularly perform bargaining unit work unless there are no bargaining unit employees available and willing to perform the work needed, or when such is necessary to legitimate needs or for the instructions of personnel. In no case shall non-bargaining unit employees be utilized to erode the bargaining unit.

Notwithstanding the above, the two (2) Managers (Chef Manager and Tim Horton's Manager) will continue the current practice of performing bargaining unit work.

ARTICLE 4 – UNION SECURITY

- 4.01 All bargaining unit employees of the Company shall, upon completion of probation, become and remain members of the Union as a condition of employment.
- 4 02 (a) (i) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular weekly Union Dues and such Dues shall be remitted to the Union, in the format outlined in within, prior to the fifteen (15th) of the month following the month in which such deduction is made.
- (ii) The Employer shall collect membership application forms and initiation fees as may be established by the Union and forward any application forms and such fees to the Union with the regular monthly dues remittance.
- (b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in "Excel", "Quattro Pro", "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information as known to the Company.

- 1) S I N
- 2) Employee Number if applicable
- 3) Full Name (Last/First/Initials)
- 4) Full Address, including City and Postal Code
- 5) Telephone Number (including area code)
- 6) Date of Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time or Part-time designation
- 10) Union Dues deducted (or the reason a deduction was not made) If dues are deducted weekly, report require five (5) columns for reporting
- 11) Total Dues Deducted
- 12) Back Dues Owing
- 13) Vacation Pay Breakdown of Dues owing
- 14) Initiation fees Deducted
- 15) Total Initiation Fees Deducted

4 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

4 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

The Union shall indemnify and save the Company harmless from any claims and any form of liability as a result of any correct information provided under Article 4 02

4 05 The Company agrees to introduce new employees to the Union Steward and the Steward will provide the employee with a copy of the Collective Agreement

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5 01 In accordance with the Labour Relations Act of Ontario, 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 Ontario Labour Relations Act

5 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

5 03 The operationally required staff per shift in the classifications listed herein are designated as essential in case of strike/lockout or disruption for any reason and shall perform their duties as required by the Company

ARTICLE 6 – UNION REPRESENTATION

- 6 01 The Union may elect or otherwise appoint two (2) Stewards for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement
- 6 02 The Union shall keep the Company notified in writing of the name of the Steward 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 his/her election or appointment
- 6 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
- 6 04 It is agreed that the Steward shall continue to perform his 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, he will not leave his work without first obtaining permission from his supervisor or his designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during a shift when there is no supervision, the Union agrees that the Steward will not abuse his privilege under this paragraph, by absenting himself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.
- 6.05 It is agreed that the Steward will not absent himself from work unnecessarily during working hours for the purpose of presenting grievances. In return for this undertaking, the Company will compensate the Steward at his regular straight time hourly rate for the time spent during his regular working hours for such purposes, provided the procedure under clause 6 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. This section is not to be interpreted in such a manner as to disqualify the Steward from premium rates if he is so entitled
- 6 06 The parties agree that where possible the Steward will conduct Union business after working hours so as to minimize disruption to the workplace
- 6 07 The Company and Union agree they shall comply with the provisions of the Ontario Human Rights Code. The Company and Union agree that there shall be no discrimination, interference, restriction or coercion as a result of an employee's membership or activities in the Union or lack thereof
- 6 08 The Company will recognize a Union negotiating committee of not more than two (2) bargaining unit employees and a staff representative of the Local Union

- 6 09 The Employer shall pay one hundred percent (100%) of the wages of the Negotiating Committee for all negotiations with the Employer, including conciliation, mediation and interest arbitration.
- 6 10 The Employer and the Union shall share the cost equally of the meeting rooms for all negotiations with the Employer, including conciliation, mediation and interest arbitration
- 6 11 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the name of its Union Representative
- 6 12 Any employee, who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management
- 6 13 The bargaining unit employees have the right, at any time, to have the assistance of a Union Representative of the Union when dealing with the Company. The Union realizes that the Company does not own the premises in which the employees work. Consequently, if a Union Representative needs to meet with a Steward or an employee he will first notify the Company so proper security arrangements can be arranged for the meeting. Such visits shall not unduly interfere with the Company's operations
- 6 14 (a) Prior to imposing discipline on an employee, the Company shall advise the employee that they may have a Steward present if they so desire
- (b) ~~If the employee desires Union Representation and a Steward is present, he or she will be brought in to represent the employee. If the employee desires Union Representation and a Steward is not present, another member of the employee's choosing, in the bargaining unit will be brought in to represent the employee. The availability of a Steward will in no way limit the Employer's ability to impose discipline~~
- (c) When an employee has twelve (12) months of service with no unsatisfactory documentation on file, the Company agrees that it will not rely upon, use or make reference to, any prior disciplinary notices, at any future meetings, unless the discipline is for the same or similar type of offence, with the exception of suspensions, which will be withdrawn from the Employee's personnel file after a period of eighteen (18) months from the date of issue unless they receive further discipline for the same or similar type of offence within the above noted time frames
- (d) The Company agrees not to bargain, either individually or collectively, with its employees

- (e) If the disciplinary meeting is held without the Steward or designate, any discipline verbal or written, will be null and void except when the employee requests the Steward or designate to leave, or if they decline representation

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7 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) calendar days, in accordance with the following procedure

STEP 1 An employee who has a complaint or question shall discuss the matter with his supervisor within five (5) 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 supervisor within ten (10) calendar 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 Operations Manager or designate and Steward shall endeavour to arrange a satisfactory settlement within ten (10) 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 Regional Director or designate and Corporate Labour Relations 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 ten (10) calendar 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 District Manager or designate and Corporate Labour Relations and the Union Representative. Failing settlement, the District Manager or designate and Corporate Labour Relations shall provide a written response within five (5) days

7 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

- 7 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 his 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. The Employer agrees to issue discipline within ten (10) calendar days of the Employer becoming aware of the alleged events.
- 7 04 Group Grievance
- The Company will recognize a group grievance as one, which affects more than one employee with respect to whom the issues and facts are the same. A group grievance shall commence at Step No. 1.
- 7 05 Policy Grievance
- The Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.
- 7 06 A claim by an employee who has completed his probationary period that he has been discharged from his employment without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the District Manager or his 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.
- 7.07 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.
- 7 08 Disputes that are carried to arbitration shall be heard before an arbitration panel, or if the parties so agree, a sole arbitrator.
- 7 09 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 a Chairman within fifteen (15) calendar days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Management Arbitration Commission for determination.
- 7 10 No person may act as a board member who has been involved in an attempt to negotiate or settle a grievance.

- 7 11 The decision of a majority of the Board of Arbitration, and failing a majority decision or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto
- 7 12 Each of the parties hereto will bear the expenses of its board members to the Board of Arbitration, the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator
- 7 13 The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, not 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
- 7 14 No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure
- 7 15 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 8 – SENIORITY

- 8 01 Seniority shall mean the length of continuous employment in an employee's classification in the bargaining unit from the last date of hire with the Company
- 8 02 a) An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of ninety (90) working days in a twelve-month period. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work
- b) Employees with the same date of hire will be placed on the seniority list based in alphabetical order of last name
- 8 03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company
- (a) by voluntarily leaving the employ of the Company or retires,
- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract,
- (c) if an employee has been laid off and fails to reply to a recall notice, within five (5) days of its mailing by registered mail or in writing to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. It shall be the

employee's responsibility to keep the Company informed of any change in the employee's address,

- (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company in writing of the circumstances and probable return date,
- (e) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence,
- (f) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee,
- (g) if a seniority employee is laid off and not recalled within twelve (12) months from the date of lay off or the length of their seniority, whichever is lesser,
- (h) if an employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced,
- (i) if an employee is absent due to occupational illness or accident for a period of 24 months from the date the accident occurred or the illness commenced;

8 04 Bargaining unit employees who accept promotion or transfer out of the Bargaining Unit for a period of three (3) months shall lose all Bargaining Unit Seniority

8 05 Seniority, qualifications, skill(s) and ability to perform the work required shall be the governing factors in temporary assignments between classifications

8 06 Within thirty (30) calendar days of ratification and in January and July of each year thereafter, the seniority list, including the employee's seniority, service date and employment status (full-time or part-time) shall be posted in the various departments and a copy mailed to the Union

ARTICLE 9 – JOB POSTING

9 01 The Company shall post notice of the initial permanent job vacancy within the bargaining unit for five (5) working days and any successful candidate shall be removed to his new position as soon as it is practical to do so. Subsequent vacancies will not be posted.

9 02 The basis the Company shall use in selecting the successful candidate is qualifications, skill(s) and ability for the job required. Only when two (2) or more employees have equal qualifications, skill(s) and ability to do the job required, shall seniority be the governing factor in making the selection

9 03 It is agreed that a successful candidate will not be entitled to bid on any other vacant position for a period of six (6) months from the posting of notice referred to in Article 9 01.

9 04 The Company reserves the right to fill a vacant position with a person of their choice in the event that no bids are received or if the applicants do not meet the criteria for the job which are outlined in Article 9 02

9 05 When an employee commences a new position, for a period of one month, the employee will be on a trial period Within a trial period, the employee or the Company may elect to have the employee return to his former position in the event that the employee cannot perform the position satisfactorily or the employee wishes to return to his former position

This provision is subject to the employee's former position existing and is subject to the seniority provisions of the Collective Agreement

9 06 Prior to hiring new employees, the Company will comply with Article 9 02 However, the Company may temporarily fill a vacancy during the call back period described above

ARTICLE 10 – LAY-OFF AND RECALL

10.01 In the event of a reduction in the workforce, the employee(s) with the least seniority in their classification shall be laid off first provided the employee(s) retained on this basis have the qualifications, skill(s) ability and is competent to do the work

In the event of a reduction in the workforce an employee shall exercise their seniority to displace the most junior employee, in their classification, in the bargaining unit provided the employee has the qualifications, skill(s), ability, and is competent to do the work

10 02 In the case of a permanent lay-off, employees will be permitted to exercise their seniority on a bargaining unit-wide basis subject to the provisions of Article 10 01

10 03 Recall of the employee(s) on lay-off shall be in the inverse order of lay-off, by classification, by location, provided the employee(s) being recalled has the qualifications, skill(s), ability, and is competent to do the work available

ARTICLE 11 – LEAVES OF ABSENCE

11 01 Personal Leave

The Company may authorize a leave of absence without pay and benefits for personal and legitimate reasons Such request will be in writing, with reason(s) clearly stated, and must be submitted at least four (4) weeks in advance to the Manager, except in cases of emergency in which case a request will be given as soon as possible The Manager shall respond in writing

within two (2) weeks of the request and the request shall not be unreasonably withheld so long as operationally feasible.

11 02 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive day's leave of absence to attend the funeral. In the event of a death of a parent, spouse or child, the employee shall be granted up to four (4) consecutive day's 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 the above listed entitlements. 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, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. "Spouse" for the purposes of bereavement leave will include a partner of the same sex and common law spouse.

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

11 03 Jury Duty

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.

11 04 Maternity/Parental/Adoption leave shall be granted as a right as per the Employment Standards Act

11 05 The Company shall grant leave of absence without pay to Union Stewards to attend Union conventions or educational sessions. Such leave must be applied for at least three (3) weeks in advance and all leaves for all employees shall not exceed twenty (20) working days per year.

11 06 Return from Leave

An employee returning from an approved leave such as, sick leave, Union leave, maternity leave, bereavement leave or leave due to a work related injury will return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence, provided a job exists which they are immediately capable of undertaking, and they have the necessary seniority to retain such position. The provisions of the Employment Standards Act shall be in force in any event. A doctor's certificate may be required to determine the type of work the employee(s) is able to perform.

11 07 If an employee is absent from work due to injury or sickness, they will be notified prior to the termination of benefit coverage, and given the opportunity to pay the employee portion of the required premiums to avoid discontinuation, to a maximum of six (6) months from their last day of work. The Employer agrees to review on a case by case basis an extension if the sickness or injury requires longer than six (6) months. This is solely the discretion of the Employer.

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

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 For the purpose of this Agreement, a "full-time" employee shall be one who works regularly over twenty-four (24) hours per week and employees who work twenty-four (24) hours per week or less on a regular basis shall be classified as "part-time or student" employees.

12 02 Any hours worked by an employee in excess of eight (8) hours in one day or forty (40) hours per weekly period shall be compensated at the rate of time and one half (1 ½) his regular straight time hourly rate.

12 03 The work week shall commence and reflect the pay schedule cycle of the Company.

12 04 The minimum scheduled shift for all full time employees will be four (4) continuous hours in length.

The minimum scheduled shift for all part time employees will be three (3) continuous hours in length.

12 05 The operation of the Company can, and the Company shall have the right to establish operations on a seven (7) day a week basis.

12 06 Work schedules shall be posted one (1) week in advance (Friday at 12 00 p m).

All shifts in the unit will be scheduled by seniority within his or her classification provided they have the skill and ability to do the work required

Employees requesting specific days off must advise the Company in writing on a time off request form the Company will provide no later than one (1) week in advance of the schedule being posted in order for the request to be considered. Any such requests will be dealt with on a first come first serve basis and will be approved in writing, and will not be unreasonably denied. It is also agreed and understood that once a schedule is posted, it becomes the employee's responsibility to arrange for any shift exchanges with other employees provided prior approval has been granted by management and the employees are not placed into an overtime/premium situation

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 Manager

In the event that additional hours of work become available, such will be filled in seniority order by classification provided it is operationally feasible and does not place the Employee in an overtime/premium situation. For the purposes of this clause, additional hours of work shall mean any additional hours due to operational needs, illness, WSIB, approved leaves of absences, and vacation. It is further agreed that the Employer maintains the right to determine if there is a need for any such additional hours

A work week shall consist of forty (40) hours or less, to be worked in seven (7) days, but nothing in this collective Agreement shall be construed as a guarantee as to the hours of work per day nor as to the hours of work for any other period of time nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement employees will only be paid for hours actually worked

- 12 07 All employees who work in excess of five (5) consecutive hours in a shift will take a one half hour unpaid lunch break
- 12 08 All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours he shall be entitled to a second additional fifteen (15) minute break after lunch
- 12 09 The Employer will endeavor to schedule full time, night shift employees two (2) consecutive days off weekly, as per operational requirements
- 12 10 An employee unable to report to work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible, and in any event not later than three (3) hours before commencement of the shift he was due to report for

When notifying the Company of absence, an employee must give an estimated date of return. If later he is unable to return on that date, a new return date must be given to the Supervisor as early as possible, and in any event not later than three (3) hours before commencement of that scheduled shift.

An employee cannot show up to work without having provided advance notice to his Supervisor.

12 11 The Company reserves the right to request medical evidence to support the employee's absence.

12 12 Part time employees are required to be available a minimum of six (6) shifts in any thirty (30) consecutive day period, unless on an approved leave as per Article 11. Part employees who are not available a minimum of (6) shifts in a thirty (30) consecutive day period, shall result in further work not being offered to the employee involved and the employee shall be removed from the part-time (less than 24 hours) roster. Employees shall be offered work in accordance with operating requirements.

12 13 A call-in is defined as any shift which becomes available after the schedule is posted. Call in shifts may be first offered to volunteers who have made themselves available, by seniority, of those who have the skill and ability. If there are no volunteers, shifts will be filled by reverse seniority of those who have the skill and ability.

ARTICLE 13 – HOLIDAYS

13 01a) Each employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal day's payment at his regular straight time hourly rate for the celebration of the holidays listed hereunder, provided the employee works their complete shift on both the last and first scheduled day immediately before and after the holiday respectively,

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

b) Service to the public is essential. Therefore, it will be necessary that a sufficient number of the employees work on the holidays set out above. If a day off in lieu of a paid holiday is requested, it may be granted within thirty (30) days preceding or succeeding the paid holiday.

13 02 (a) 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

Hours of work on a paid holiday will be offered to employees by seniority provided they have the necessary qualifications, skill and ability and such does not result in the employee being placed into an overtime situation

(b) In the event there are not enough employees to work the holiday(s), the Company reserves the right to schedule in reverse order of seniority to work the holiday(s) and shall supply as much advance notice as possible

13 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 his holiday pay

13 04 In no event will an employee who has been laid off for lack of work, receive payment for any holiday which occurs during the period of lay off.

13 05 In no event will an employee who is absent on one or both of the qualifying days referred, to in Article 13 01 receive payment for the holiday unless for a justifiable reason

ARTICLE 14 – VACATIONS

14 01 The Company shall grant vacations in accordance with Company practice as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 but less than 5 years of employment	2 weeks
5 but less than 10 years of employment	3 weeks
10 years plus employment	4 weeks

14 02 The Compass vacation year runs from September 1st to August 31st the following year

14 03 Employees who as of their anniversary date of hire have twelve (12) months of service with the Employer shall be entitled to take two (2) weeks of vacation and be paid four percent (4%) of their gross earnings over the previous twelve (12) months

Employees who as of their anniversary date of hire have five (5) years of service with the Employer shall be entitled to take three (3) weeks of vacation and be paid six percent (6%) of their gross earnings over the previous twelve (12) months.

Employees who as of their anniversary date of hire have then (10) years of service with the Employer shall be entitled to take four (4) weeks of vacation and be paid eight percent (8%) of their gross earnings over the previous twelve (12) months

14 04 It is understood that vacation entitlement shall be taken in accordance with work requirements and length of service. The Company will endeavour to accommodate employee's vacation requests, however, vacation schedules may necessarily be subject to the vacation schedules as programmed by the Company's client.

Where necessary, staff will be required to maintain those services deemed necessary by the Company during such periods.

14 05 All vacation weeks must be used in the vacation year. Employees shall not be entitled to carry forward their vacations for one year to the next.

14 06 An employee who terminates his employment for whatever reason and has not received his vacation pay allowance as provided herein will receive at time of termination a percentage of his earnings as stipulated in 14 03 above.

14 07 Requests for vacation time off must be submitted in writing and include the Employee's signature by March 31st of each year. Forms will be provided by the Employer. Seniority will not apply if this request is changed at the request of the employee, or if the request is made after March 31st.

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

ARTICLE 15 – HEALTH AND SAFETY

15 01 The Employer shall make all reasonable provisions for the occupational safety and health of its employees during the hours of their employment. It is the responsibility of all employees to wear safety equipment which is supplied, to observe safe working practices and to report unsafe conditions to the Employer. All rights and privileges established under the laws of the Province of Ontario in respect to health and safety shall form part of this Agreement.

15 02 The Company and Union agree to comply with the Occupational Health and Safety Act of Ontario.

ARTICLE 16 – WAGE RATES AND CLASSIFICATIONS

16.01 The regular straight time hourly wage rates and corresponding classifications shall be set out in Schedule "A" attached to and forming part of this agreement.

16.02 An employee assigned to a higher paying job shall be paid at the higher rate of pay for all hours worked at the higher paying job. An employee who is temporarily assigned to a lower paying classification by the Company shall continue to be paid the wage rate of his regular job.

16 03 When a new job classification is created, the parties agree to meet and discuss the appropriate rate of pay

ARTICLE 17 – GENERAL

17 01 There shall be no pyramiding or duplication of any payments, benefits or allowances from any source

17 02 For the purposes of interpretation whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice versa, wherever the context so requires

17 03 All heading and subtitles contained within the Collective Agreement are for information purposes only

17 04 All correspondence arising out of, or incidental to this Collective Agreement, shall pass between the Human Resources Department of the Company and the Union Representative of the Union, unless otherwise herein specified

17 05 Uniforms are to be supplied by Compass and Employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage

17 06 Should any error occur in a pay cheque attributable to the Company, the Company agrees to correct the error as soon as possible, following notification of the error to the Company

17 07 The Company agrees to provide a notice board on which all official notices of the Company and of the Union may be posted. All notices are subject to management approval prior to posting

17 08 Volunteers

The Union understands that volunteers play an important and integral role within facilities owned and operated by Compass' clients and that such volunteers are an important and necessary link to the broader communities served by Compass' clients. The Union agrees that it will not interfere or seek to interfere with the right of Compass' clients to use volunteers in support of services provided within their facilities. No bargaining unit member will suffer a reduction of hours or loss of overtime opportunity as a result of volunteers being present in the workplace

17 09 Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of Compass, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of Compass. Where an

Employee is required by Compass to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at Compass' expense and on Compass' time provided time spent is reasonable. Compass shall only require such medical examination if required by the job or if there is reasonable expectation to make such a request.

17.10 Meal Allowance

Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the Employer through an automatic payroll deduction of one dollar and seventy five cents (\$1.75), including HST, for each shift. A list of excluded food and drink items will be posted on the bulletin board. This Meal Allowance may be discontinued by the Employer at any time.

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

ARTICLE 18 DURATION OF AGREEMENT

18.01 This agreement shall be in force and effect from February 26, 2016 to February 25, 2019 and until all provisions of the Ontario Labour Relations Act have been expended.

18.02 Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at anytime within ninety (90) days prior to the expiry of this Collective Agreement.

The parties shall meet within fifteen (15) days of such notice being received or on such date as agreed by the parties.

18.03 The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the parties.

SIGNED AT MISSISSAUGA THIS 16 DAY OF June, 2016

Melody Staley
Manal Forest
H. Clarke

[Signature]
[Signature]
[Signature]

Schedule "A" – Classification and Wages

	Current	Feb 26/16	Feb 26/17	Feb 26/18
Retail Associates	\$11 35	\$11 75	\$12 05	\$12 35
Baker	\$12 35	\$12 75	\$13 05	\$13.35
Cook	\$13 35	\$13 75	\$13 05	\$14 35

Probationary employees will have a start rate of \$11 40 during their probationary period as outlined in Article 8 02 (a)

A shipper/receiver premium of \$0 50/hr shall be applied to all hours worked performing shipping/receiving duties as assigned and approved by management

A lead hand premium of \$1 00/hr shall be applied to all hours worked performing lead hand duties as assigned and approved by management

A night shift premium of \$1 00/hr shall be applied to all hours worked between the hours of 10.00pm and 6 00am as assigned and approved by management

LETTER OF UNDERSTANDING

BETWEEN COMPASS GROUP CANADA (MORRISON) LTD.

AND UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175

RE: TIME LIMITS

Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without having notified the other party of its final position on any given grievance in writing

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing

DATED AT MISSISSAUGA THIS 16 DAY OF June, 2016.

FOR THE UNION	FOR THE EMPLOYER
<u>Melody Stacey</u>	<u>J. G. [Signature]</u>
<u>Charlene Forest</u>	<u>[Signature]</u>
<u>H. Clark</u>	<u>[Signature]</u>

PAY EQUITY AGREEMENT

Between
Compass Group Canada (Morrison LTD.)
at Southlake Regional Health Centre
(Employer)

And
United Food and Commercial
Workers Canada, Local 175
(Union)

Establishment & Job Classes

The Employer is engaged in contract services at various health care, administrative offices, and industrial facilities in Ontario. The nature of the Employer's business is bidding to provide services to these facilities. The collective agreement between the parties reflects the business volumes, geographic location and specific services contracted with their customers. The bargaining unit jobs of the Employer are primarily female job classes. These female job classes in most cases would not have a male job class to compare on a job-to-job basis or proportional value methods of evaluation for the purpose of Pay Equity. The Employer has insufficient male jobs.

Gender Neutral Job Comparison

The Employer agrees to compensate employees performing similar jobs the same without regard to gender.

The Employer and Union agree not to discriminate against any employee based on gender.

In the event sufficient male jobs are created, the Employer agrees that such job classes would be compensated based on the value of the job and not gender.

In the event a female employee objects to the value assigned to their job class the Employer agrees to investigate the complaint and meet with the Union.

The Four Factors of skill, effect, responsibility and working conditions shall be applied to evaluate jobs in accordance with the principals of Pay Equity Act of Ontario.

Job Information & Evaluation System

The Union agrees to provide to the Employer the job evaluation tool "The Neutralizer" to measure the female job classes and male job classes covered under the collective agreement for the location.

This Pay Equity agreement represents the final and complete understanding between the parties.

Any dispute or interpretations may be referred to the Pay Equity Commission of Ontario and is subject to the terms of the collective agreement

Pay Equity Adjustments

The parties have no Pay Equity inequities at this time The Employer agrees to make any adjustments if any, part of the regular hourly rate

Maintenance

The parties agree to review pay equity as required by law during future renewals of the collective agreement The parties further agree that future pay increases will incorporate any require pay equity adjustments

Dated at Mississauga this 16 day of June, 2016

FOR THE UNION		FOR THE EMPLOYER
<u>Melroy Sate</u>	=	<u>[Signature]</u>
<u>Michael Forest</u>		<u>[Signature]</u>
<u>H. Clarke</u>		<u>[Signature]</u>

COMPASS GROUP CANADA

Benefit Summary

Division: Hourly Employees

Unit number
Benefit Code

Eligibility

Hours 25/week
Months of Service 1ST of the month following 6 months of full time service

Drug Cards Yes

Comments

Cost Share Health & Dental – 80% ER, 20% EE
100% Company Paid for Life, AD&D

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

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

EXTENDED HEALTH BENEFIT

1. DRUG BENEFIT

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Deductible	Dispensing Fee less \$6 00
d) Per Individual Maximum	\$2,000 per calendar year
e) Benefit Maximum Age	99
f) Dependent Age	21
g) Student Age	26
h) Includes Diaphragms, I U D 's, \$500/individual per lifetime for prescription anti smoking agents, \$2,400/ individual per lifetime for fertility, lancets	Covered

2. MAJOR MEDICAL BENEFIT

a) Annual Deductible Applicable				N/A (except for chiropractic services for Ontario residents)
b) Co-payment				90%
c) Schedule of Benefits				**Requires Physician Referral**
**Psychologist	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$1,000 per calendar year
Chiropractor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year (Ontario residents pay first 200)
**Naturopath	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Nutritionist/Dietician	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$400 per calendar year
**Speech Therapist	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Physiotherapy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Osteopaths	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Massage Therapy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$200 per calendar year
**Private Duty Nursing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$10,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$5,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		covered
Medical Supplies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		covered
Ambulance Services	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		covered
Hearing Aids	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$500 every 5 years
**Orthotics	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$300 per year
Orthopedic shoes Custom made	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		\$50 in provinces where eye exams are not covered
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		2 years
e) Benefit Maximum Age (Termination)				Age 99
f) Dependent Age				21
g) Student Age				26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)				unlimited

VISION BENEFIT

a) Glasses Maximum	\$250/every 24 months
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision co-insurance	100%
e) Benefit Maximum Age	Age 99
f) Dependent Age	21
g) Student Age	26

3. HOSPITALIZATION BENEFIT

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

5. DENTAL BENEFIT

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

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

