COLLECTIVE AGREEMENT

BETWEEN:

COMPASS GROUP CANADA LTD. OPERATING AS EUREST DINING SERVICES AT BOMBARDIER LTD.

(Hereinafter referred to as "the Company")

-AND-

UNIFOR AN ITS LOCAL 112

(Hereinafter referred to as "the Union")



Term: February 2, 2024, to February 1, 2027

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ARTICLE 1 - PREAMBLE/PURPOSE

- 1.1 This Agreement made and entered into, by and between Compass Group Canada Ltd. at Bombardier Ltd. ("Employer"), and Unifor Local 112 ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the *Ontario Labour Relations Act* as amended from time to time, and to provide machinery for the prompt and equitable disposition of grievances to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.2 The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers by employees who enjoy reasonable wages, benefits, and working conditions. The Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them.

ARTICLE 2 - RESPECT AND DIGNITY

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

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

ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees of Compass Group Canada Limited employed Bombardier Ltd., at 1890 Alstep Drive, Mississauga, save and except executive chef, senior supervisor, persons above the rank of senior supervisor, office and clerical staff.
- 3.2 It is understood that the Scope Clause in Article 3.1 shall be amended to include the new location of Bombardier's operations at Toronto Pearson Airport.

ARTICLE 4 - JOB OPPORTUNITIES

4.1 The Employer agrees to display open vacant full-time positions on the unit's employee bulletin board. Preference will be given to Compass Group employees from other Unifor locations that possess the necessary qualification skills ability and experience and can meet the job description requirements.

In cases where there is a permanent lay-off with no anticipated return to work date the Employer agrees to display on the bulletin board of the affected location and to provide the Union with a list of open vacant full-time positions for all Compass Group locations represented by Unifor in the Greater Toronto Area.

ARTICLE 5 - DEFINITIONS

5.1 a) Full-Time Employee

A "full-time employee" is one who is regularly scheduled to work twenty-four (24) hours per week or more.

b) Part-Time Employee

A "part-time employee" is one who is regularly scheduled to work less than twenty-four (24) hours per week.

c) Status Change

A full-time employee who wishes to become part-time will do so only by mutual consent and will be placed on top of the part-time seniority list.

Should that part time employee wish to return to full-time status, they may do so only by mutual consent with the Employer and will be placed at their respective level on the seniority list based on their last hire date.

A part-time employee who wishes to become full-time will do so by mutual consent with the Employer and will be placed at the bottom of the full-time seniority list.

ARTICLE 6 - UNION SECURITY

- 6.1 The Employer agrees to deduct from the wages of all employees in the Bargaining Unit, starting on the first day, an amount equal to the dues as prescribed by the Union. The Employer shall remit this amount to the Union Office monthly, not later than the fifteenth (15th) day of the month following the month for which such deduction is made. The Employer shall provide with the remittance an alphabetic list of all employees specifying the amount deducted for each employee.
- 6.2 The Union shall notify the Employer in writing thirty (30) days in advance of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.
- 6.3 The Employer agrees to record the total dues deduction paid by each employee for the previous calendar year on their T-4 Income Tax form.
- 6.4 The Employer shall provide the Union with the following information with respect to each employee in the Bargaining Unit on a monthly basis, and when new employees join the Bargaining Unit: names, addresses, telephone numbers, email, classifications, employment status, (full-time, part-time) seniority, date of change of status if applicable, their rate of pay and Social Insurance Number (with employee consent). The Employer may provide this information electronically if requested by the Union.
- 6.5 At the Union's request, the Employer may allow the Union to review payroll records, schedules, sign-in sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

- 6.6 The Employer acknowledges Union dues being remitted are the property of the Union, and not the Employer.
- 6.7 The Union shall indemnify and save harmless the Company, from all claims, demands, actions or causes of actions arising out of, in any way connected with the collection and remittance of dues or the providing of the Union of employee's SIN numbers.

ARTICLE 7 - BARGAINING UNIT WORK

- 7.1 Senior Supervisors will not perform Bargaining Unit work unless there are no available Bargaining Unit employees willing to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-Bargaining Unit workers be utilized to erode the Bargaining Unit.
- 7.2 It is not the intent of the Employer to use temporary employees unless there are no available Bargaining Unit employees willing to perform the work needed. The Employer will make its best efforts to limit the use of temporary employees; however, there may be circumstances when the use of temporary employees is necessary.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 The Union acknowledges that subject to the terms of this collective agreement and as permissible by law, it is the exclusive function of the Company to generally manage the enterprise in which it is engaged and particularly to:
 - a) Maintain order and efficiency
 - b) Hire, layoff, transfer, schedule, promote, discharge, demote, suspend or otherwise discipline employees for just cause, subject to the provisions of this agreement, and provided that a claim of discriminatory promotion, demotion, transfer, layoff, or re-hire or a claim that an employee has been discharged or otherwise disciplined without reasonable cause, may be the subject of a grievance and dealt with hereinafter provided.

It is understood and agreed that these rights shall not be exercised in a manner that is inconsistent with the terms of this agreement and that such rights shall be applied reasonably. It is also understood that a claim by an employee or by the Union that the Employer has so exercised these rights unreasonably shall be the proper subject of the grievance procedure and shall be dealt with as herein provided.

ARTICLE 9 - NO DISCRIMINATION

9.1 The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or any treatment otherwise of employees based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or disability, or for any other grounds declared unlawful by the *Ontario Human Rights Code* as amended from time to time.

Further, the Union and the Employer agree that every employee has the right to work in an environment free from harassment, where personal worth is acknowledged and dignity respected. Harassment exists if any conduct, comment, gesture, or contact based on any ground stated above, occurs in a context that may cause offence or humiliation, or may be perceived as a condition of hiring advancement, or continuation of employment. The *Ontario Human Rights Code* requires that all Employers ensure that their workplaces are free from discrimination and harassment. The *Code* describes harassment as a course of conduct or comment which can be words or actions that insult or humiliate a person because of race, sex, creed, religion, colour, age, national origin, sexual orientation, marital status or other prohibited grounds.

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

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

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

- 9.2 Grievances filed under this Article shall begin at Step 2. Grievances under this clause shall be handled with all possible confidentiality and dispatch.
- 9.3 The Employer and the Union agree they shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

ARTICLE 10 - NO STRIKE/LOCK OUT

10.1 No Strikes or Other Interference

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

10.2 Lockout

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

ARTICLE 11 - UNION BUTTONS

11.1 The Employer shall not prohibit unreasonably the wearing of Union pins and buttons provided they are of a reasonable size.

ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE

- 12.1 The Employer and Union agree that there shall be a Labour-Management Committee consisting of no more than two (2) individuals from each party. Committee members shall be designated, in writing, by each party to the other.
 - Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each in a three (3) month period or more frequently if mutually agreed to. A written agenda shall be established for each meeting. The results of all meetings will be put in writing by the party requesting the meeting and the copies will be distributed to the Employer and the Union.
- 12.2 Such meetings shall not be construed as opening this Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Union members of the Labour Management Committee meetings shall suffer no loss of income or regular pay for participating in the activities of the Committee. Meetings will be held at a location on the premises covered by this Collective Agreement.

ARTICLE 13 - UNION REPRESENTATIVE ON SITE VISITATION

- 13.1 Authorized representative of the Union will be permitted to enter the premises of the Company. The representatives of the Union shall, prior to arrival, advise the Unit Manager or their designate of the visit.
- 13.2 The Company shall provide a meeting room, subject to availability, at no cost, for the use of the Union. The Union shall give at least one (1) week's notice where possible.

ARTICLE 14 - UNION STEWARDS

- 14.1 The Company acknowledges the right of the Union to elect, appoint or otherwise select two (2) Union Stewards. The Union shall advise the Employer in writing of the names of Union Stewards. Union Stewards, unless the Steward is the griever, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job. The Employer is only required to recognize those Union stewards whom the Union has given written notice of to the Company.
- 14.2 If the overall number of Bargaining Unit employees either in the total Unit, on a specific shift, or in a specific work area changes significantly, the Parties will meet to discuss the number of Stewards.

14.3 <u>Unifor Women's Advocate</u>

a) The parties recognize that female employees may sometimes need to discuss with another female matters such as violence or abuse at home or workplace harassment. They may also need information regarding specialized resources in the community such as counselors or women's shelters to assist them in dealing

with these issues.

- b) For these reasons, the parties agree to recognize the role of a Women's Advocate which will be a UNIFOR female member. The trained advocate will meet with the female employees as may be required on unpaid time, to discuss problems with them and refer them to the appropriate agency as necessary, including the Real-Life Help Confidential Support for Personal and Work/Life Issues hotline and the Confidential Speak Up line.
- c) For issues of violence that occur within the workplace, the Advocate will refer the female member to the Violence in the Workplace policy and the process outlined therein. The Employer shall grant unpaid time off for the female union representative to participate in the initial 40-hour training program and an annual 3-day training program organized by UNIFOR subject to the notice period outlined in Article 20.4.
- d) Pursuant to Article 15.1, the Women's Advocate will serve as one of the two (2) members of the bargaining committee in future rounds, if there is not already a female member on the committee.
- e) It is understood that men and members of other gender expressions may face issues for which the Women's Advocate is trained and may access services of the Women's Advocate.

14.4 Unifor Racial Justice Advocate

- a) The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.
- b) The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).
- c) The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers.

ARTICLE 15 - NEGOTIATION COMMITTEE

15.1 The Company acknowledges the right of the Union to elect, appoint or otherwise select a negotiating committee of not more than three (3) employees and a Union Representative of the Local Union and/or National Representative.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until the employee has first given to their immediate supervisor an opportunity of adjusting their complaint.
- 16.2 A grievance shall be defined as any dispute arising out of the expressed terms or

conditions contained within this Agreement.

- 16.3 A Steward may request to be released from their regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact their supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.
- 16.4 Grievances concerning disciplinary suspensions or discharges may be submitted at the second (2nd) step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.
- 16.5 The Employer shall pay employees at their regular wage rate when they are involved in a grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.
- 16.6 Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.
- 16.7 A group of employees may file a group grievance in writing, which is a grievance that is individual in nature but that affects more one employee, but such group grievances do not cover discipline or discharge matters. All group grievances will be put in writing and signed by the Steward, and state the specific clauses of the Agreement allegedly violated, the redress sought, and a list of the grievers. Group grievances shall be filed at Step 2.
- 16.8 If the Employer or the Union wishes to file a policy grievance, it shall do so by providing a written copy of its grievance to the other party, within thirty (30) working days of the occurrence of the event on which the grievance is based.

The party that receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same, but if there is no answer given in writing, then it shall be deemed that the claim of the griever has been refused. If the grievance is not settled by the parties through this procedure, it may be pursued through the grievance procedure, beginning at Step No. 2.

16.9 All grievances shall be processed in the following manner:

<u>Step 1:</u>

The matter shall be discussed by and between the employee and/or the Union Steward or Union representative, and the immediate Unit Manager and/or designee. The alleged grievance shall be presented in writing setting forth the alleged Article(s) and the nature of the violation of the Agreement that the Union believes have been violated and the remedy being sought in this matter to the Unit Manager and/or designee within seven (7) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. A reply shall be given by the Unit Manager and/or designee within five (5) working days.

Step 2:

If the grievance is not settled to the satisfaction of the Union at Step 1, the Union, within ten (10) working days after receiving the General Manager or their designee's reply, shall submit the grievance to the District Manager or their designee. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) working days of being requested. Within ten (10) working days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. The cost of the mediator shall be shared between the parties. Such referrals shall occur within ten (10) working days after the Union receives the written response from the District Manager.

ARTICLE 17 - ARBITRATIONS

- 17.1 When either party to this Agreement requests that a grievance be submitted for arbitration, it shall make such request in writing addressed to the other party to this Agreement. The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) working days of receipt of the moving party's list.
 - If the parties cannot agree on a single arbitrator within a further ten (10) working days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.
- 17.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 17.3 The parties may agree by mutual consent to the use of a Mediator at any point of the grievance and/or arbitration procedure.
- 17.4 The parties to this Agreement shall equally share the expense of the Arbitrator and/or Mediator. Each party is responsible for costs of her/his representatives and witnesses.
- 17.5 No matter may be submitted to arbitration that has not been properly carried through all the previous stages of the grievance procedure.
- 17.6 The decision of the Arbitrator shall be final and binding on the parties. However, the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of the Agreement.
- 17.7 The time limits referred to in Article 16 (Grievance Procedure), Article 18 (Discipline and Discharge) or Article 17 (Arbitration Procedure) of this agreement may be extended by mutual written agreement of the Employer and the Union. Failure to file a grievance or to proceed to the next step of the Grievance, Discipline and Discharge or Arbitration procedure within the prescribed time limits shall be considered abandoned.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

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

It is understood that the Employer will give its reasons for such discipline and/or discharge to the employee and the Union within seven (7) working days of such action.

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

A claim by an employee that she/he has been suspended or discharged from her/his employment without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager within ten (10) working days after the employee receives notice that he has ceased to work for the Employer or returns to work after a suspension as the case may be. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

Such special grievances may be settled by confirming the management's action in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement that is just and equitable in the opinion of the conferring parties or the Arbitrator.

- 18.2 All discipline or discharge shall be set out in writing, and such notices shall include the reasons for discipline or discharge.
- 18.3 Any notice of disciplinary action that is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, and in writing, with a copy given to the Union within one (1) working day.
- 18.4 When an employee has been dismissed without notice, she/he shall have the right to be interviewed by her/his Steward (if available) for a reasonable period.

ARTICLE 19 - EMPLOYEE'S FILE

- 19.1 All notices of disciplinary action which are intended to form part of an employee's employment record shall be withdrawn from the employee's personnel file after a period of twelve (12) calendar months from date of issue if no further disciplinary action of a similar nature has been received.
- 19.2 All suspensions involving workplace violence and/or harassment that are to form part of an employee's record shall be withdrawn from the employee's personnel file after a period of eighteen (18) calendar months.

ARTICLE 20 - LEAVES OF ABSENCE

Personal Leaves of Absence

20.1 Upon written notice to the General Manager or designee, an employee may apply for a personal leave of absence without pay of up to six (6) calendar months. An employee

must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. All leave requests shall be approved at the sole discretion of the Employer and must include a return to work date. Such leave shall not be unreasonably denied. Personal Leaves of Absence will not be granted for the purpose of taking other employment unless approved by the Employer.

- 20.2 An employee returning from a leave of absence, shall be entitled to reinstatement to their position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall (Article 28).
- 20.3 For Personal and Union Leaves of Absence (with the exception of Article 20.4) of longer than two (2) weeks, holidays, vacations, sick days, and other benefit entitlements shall be suspended, except as required by applicable law.

Union Leave

This leave will be limited to a total of two (2) employees at any one time to an individual maximum of nine (9) working days or a total maximum Bargaining Unit wide of eighteen (18) working days per year. This may be extended by mutual agreement between the parties.

Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business may be granted a leave of absence without pay by the Company which will not be unreasonably denied.

The Union will notify the Company in writing, as early as possible, but no later than fourteen (14) working days prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period.

- 20.5 The Company agrees to continue the pay and benefits of an employee on Union Leave and the Union shall reimburse the Company for such upon receipt of an invoice. Such leave of absence shall be authorized in writing by the Union.
- 20.6 The Employer may grant to an employee who has been appointed, elected or hired to a full-time or temporary position with the Union an unpaid leave of absence for a cumulative period of up to twelve (12) months. And such request shall not be unreasonably denied and may be extended upon request from the Union. Upon the conclusion of the leave of absence, such employee shall be entitled to return to their position in the Bargaining Unit, with no loss of seniority or service during the leave of absence.

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

ARTICLE 21 - EMERGENCY LEAVE

21.1 Employees shall be entitled to emergency leave in each calendar year in accordance with the *Employment Standards Act* as amended from time to time.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

- 22.1 Pregnancy and parental leave shall be granted in accordance with the *Employment Standard Act*, as amended.
- 22.2 An employee shall be entitled to pregnancy and/or parental leave for the purpose of giving birth or adopting a child. The leave shall be without pay, with benefits, and with continuing accrual of seniority.
- 22.3 The employee shall be required to give the Employer as much advance notice of the leave as is reasonably possible and an indication of the duration of the leave being sought. At least four (4) weeks prior to the termination of the leave, the employee shall confirm with the Employer the specific date of return to work, and the Employer shall confirm that the employee's previous job or a similar job at equal pay is available.

ARTICLE 23 - SICK LEAVE

- 23.1 Effective on the date of ratification and every January 1st thereafter, all current full-time post probationary employees actively at work and in the bargaining unit shall be credited with two (2) sick days. Those new employees hired and having completed their probationary period shall not be eligible for said two (2) sick days until the first January following their completion of probation.
 - Following the completion of the probationary period, a full-time employee shall be entitled to accrue up to a maximum of 1 sick day for every two (2) consecutive months worked. Full-time employees may accumulate up to a maximum of eight (8) sick days.
- 23.2 Provided that a post probationary full-time employee has missed no more than three (3) scheduled days of work while actively at work between January 1st and December 31st, they will receive an automatic payout of the remaining unused sick leave days. For clarity, the maximum payout shall be eight (8) days based on the remaining accrued sick leave days. To be eligible for this payout, a post probationary employee must be actively working no later than August 1st to be eligible for said payout. The payout shall be processed in the month of January of the following year. The determination of the number of hours paid on a sick day shall be based on an employee's regularly scheduled hours worked for that day.
- 23.3 A full-time Employee shall be entitled to use up to maximum of two (2) sick leave days to attend a doctor or dentist appointment annually. For clarity, these two (2) days shall be broken down into scheduled hours thereby allowing an Employee to be off work for a portion of their scheduled day to attend to a doctor or dentist appointment and return to work for the balance of their shift.
 - To be eligible for such payment, the Employee must provide the Employer with no less than two (2) weeks' advance notice of said appointment along with reasonable written proof of said appointment in addition to the time they require off and the time of their expected return to work on that particular day. Additionally, the Employee must have already accrued said sick day(s) as per 23.01 above.

23.4 <u>Unable to Report for Work</u>

When an Employee is sick or unable to report for work for any reason, they must contact the Employer no less than two (2) hours prior to the commencement of their shift, or as soon as they are aware, and speak with their Supervisor regarding their reason(s) for being absent. Failure to do so will result in the loss of sick leave entitlement. The Employee should also provide an indication to their Supervisor of the approximate date of their return.

23.5 Medical Certificates

If an Employee is sick, a doctor's certificate describing the illness and reason for absence may be requested for any absence of more than three (3) consecutive days. The Employer reserves the right to require a doctor's certificate in suspicious circumstances. All requests will be reasonable in the circumstances. An Employee may not be eligible for the sick benefits if an Employee is unable to provide a doctor's certificate meeting these requirements. The Employer reserves the right to ask for a second opinion from a doctor of the Company's choice at any time after ten (10) days' absence. The cost of a second opinion would be borne by the Employer. For absence of more than three (3) days due to sickness, the Employer will reimburse up to forty dollars (\$40.00) for doctor's certificate upon proof of payment.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1 This benefit is available for employees who have completed probation prior to the death of a covered family member.
- 24.2 In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted up to a maximum period of five (5) consecutive calendar days with pay for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.
- 24.3 For the purposes of this Article, the term "immediate family" shall be defined as employee's parent, spouse's parent, step-parent, spouse, child, sibling, legal guardian, step-child, and grandparent, brother-in-law, sister-in-law, common law and same sex spouse.
- 24.4 Additional time off may be granted if requested to an employee, without pay, when travel is required to attend the funeral of those mentioned above.
- 24.5 In order to qualify for the foregoing leave of absence, an employee must supply satisfactory proof by way of a doctor's certificate or a newspaper clipping and must promptly notify his or her department head.

ARTICLE 25 - JURY DUTY/WITNESS

- 25.1 This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.
- 25.2 Employees who are subpoenaed for jury duty or to appear as a crown witness will be

paid lost wages minus any moneys (not including those received for expenses) received from the court. Proof of such remuneration shall be submitted to the Employer by the employee. The subpoena shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 26 - PROBATION

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

ARTICLE 27 – SENIORITY

- 27.1 a) i) "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's most recent date of hire by the Employer in the operation covered by this agreement.
 - ii) "Employer Seniority" will be used for the purposes of Article 36, Vacation, Article 29, Job Posting and Article 28, Lay Off and Recall.
 - b) i) "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification.
 - ii) "Classification Seniority" will be used for the purpose of Article 28 Lay Off and Recall, Article 32 Hours of Work and Overtime, available days off, available vacation, reduced hours, and scheduling.
- 27.2 The Employer shall post on the board outside of the manager's office and provide to the Union, in September and January each year a copy of an up to date seniority list which shall include the name and date of hire of each employee along with their most recent job title. Then the Employer will provide the Union with a copy of that list plus addresses and phone numbers of each employee including details about who has quit and any who are on a leave of absence.

Within thirty (30) calendar days of receiving the seniority list and providing no objections have been raised by the Union or by the Employee, the list shall be deemed accurate. The thirty (30) days may be extended in the event the employee is not actively working during this period.

- 27.3 Continuous employment shall be broken and an employee shall be deemed terminated for any of the following reason(s).
 - a) Resignation, retirement, or quit;
 - b) Discharge for just cause;
 - c) Absence of three (3) consecutive days without notice to or providing a

satisfactory reason to the Employer;

- d) Layoff without recall after a period of one (1) year from the date of layoff;
- e) Working during a leave of absence, except for work in conjunction with a leave for Union business or authorized by the Employer;
- f) Any absence beyond an authorized leave of absence without the Employer's permission or unless the employee has a satisfactory reason;
- g) Failure to return to work within five (5) working days after the Employer gives the employee written notice to return to work from layoff, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means (such as a registered letter) to the last address furnished by the employee to management.
- 27.4 In all cases of definition of Employer seniority, it shall include time spent with any predecessor service provider.

ARTICLE 28 - LAYOFF AND RECALL

28.1 In the event the Employer finds it necessary to lay off employees where no work is available, such layoffs shall be in accordance with Article 27.01 - Seniority Section 1 with the Employer providing the remaining employees have the skill and ability to do the work performed.

First to be laid off in reverse order of seniority shall be part-time employees. The employee with the least seniority in the classification affected shall be the first to be laid off.

Notice of Layoff and Recall during these periods shall be by posting including the expected return to work date.

- 28.2 Employees shall be given fourteen (14) calendar days' notice, if possible.
- 28.3 Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.
- 28.4 The affected employee(s) may exercise one of the two following options:
 - a) Accept the lay-off; or
 - b) Bump the least senior employee provided they have the qualifications, skills, ability and can meet the job description requirements to perform the available work with a short familiarization period.

Each employee receiving a notice of lay-off will have two (2) working days to inform management in writing of their choice of (a) or (b).

28.5 Employee(s) who have been laid off or displaced shall have the right of recall to any

former classification or any other job classification for which they have the qualifications, skills, ability and can meet the job description requirements to perform the available work with a short familiarization period.

When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

For the purposes of recall notification, the Employer shall notify the employee by Registered Letter at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

ARTICLE 29 - JOB POSTING

- 29.1 Any new position or permanent vacancy as determined by management shall be posted on the bulletin board that the employees read from, for not less than seven (7) consecutive calendar days. Persons shall apply for the posted vacancies by signing the posting.
- 29.2 The posting shall contain the minimum qualifications, skill requirements and wages for the posted position. The posting shall also contain the shift and work week for informational purposes only.
- 29.3 All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six months. Employees will be transferred or promoted who have the qualifications, skills, ability, and experience and can meet the job description requirements.

However, the Employer will consider employees' seniority when making the selection in cases where qualifications, skills, abilities and experience are equal.

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

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

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

29.5 Trial Period

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

not suffer any loss of seniority.

ARTICLE 30 - NEW CLASSIFICATION

30.1 In the event that the Employer introduces a new Bargaining Unit classification that is not listed under Appendix "A" - Wages, the Employer shall notify the Union of the rate payable within fifteen (15) days after the commencement of the classification.

The Union may, within five (5) working days of being notified, file a Union grievance in respect of the rate, commencing at Step 2 of the Grievance procedure set out in Article 15.

ARTICLE 31 - TEMPORARY TRANSFER

31.1 Any employee required to perform work in a higher job classification for one (1) hour or more will be paid at the higher rate for all hours worked in that classification.

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

ARTICLE 32 - HOURS OF WORK AND OVERTIME

- 32.1 The "work week" shall consist of a seven-day payroll period beginning at Saturday and ending at Friday or as may be modified by the Employer from time to time.
- 32.2 Regular work schedules showing the hours for each employee shall be posted at least one week in advance. Once the schedule is posted, employees must be notified of changes in her/his work schedules at least twenty-four (24) hours in advance, except in the cases of sickness, bereavement or accident or Act of God (i.e. natural disasters) causing a shortage of staff in any department.
- 32.3 Each employee shall be allowed two fifteen (15) minute rest periods in each one-half shift of a shift that is of duration of seven and one-half (7 $^{1}/_{2}$) hours or more exclusive of the meal period and such time shall be regarded as time worked.
 - Each employee shall be allowed a one-half (1/2) hour meal period such than no employee will be required to work more than five (5) consecutive hours without receiving said meal period. Such meal period shall not be regarded as time worked.
- 32.4 All work performed in excess of forty (40) hours per work week and/or eight (8) hours a day, shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay. In order for an employee to be eligible for the overtime premium, overtime must be authorized by the Unit Manager or designee.
- 32.5 The Employer has the right to determine if overtime is necessary and to assign required overtime at its discretion.

Overtime work shall be on a voluntary basis. Daily overtime shall be offered:

a) First in order of seniority of those employees who are at work and working in the

classification;

- b) Second in order of seniority of those employees who are at work and working in a different classification;
- c) Third, in order of seniority of those employees who are not at work and working in the classification.
- 32.6 The normal work week for full time employees defined in Article 5.1 shall consist of up to forty (40) hours comprised of up to eight (8) hours per day in five (5) days per week.
- 32.7 It is hereby expressly understood that the provisions of this Article 32 are intended to provide a basis for calculating time worked and shall not be construed to be a guarantee as to the hours of work per week nor as to working schedule.
- 32.8 Continuous employment shall be broken and the part-time employee shall be deemed terminated if an employee fails to work their call-in shift for four (4) consecutive call-ins within a four (4) month period unless there is a justifiable reason which is beyond the employee's control.
- 32.9 In accordance with Article 27, the Employer shall schedule employees within the unit such that the employees with the most classification seniority shall be scheduled for the most available hours for that classification within the unit so that the employee will maximize hours worked per day up to forty (40) hours per week.

ARTICLE 33 - REPORTING FOR WORK PAY

33.1 An employee reporting for work by instruction of the Company and at the start of his/her scheduled work day, but for whom no work is available, will be offered at least four (4) hours employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to four (4) hours' pay at his/her regular hourly rate. This guarantee shall not apply in the event that the operations of the Company are affected by a labour dispute, fire, electrical failure, major mechanical failure or other major occurrence beyond the control of the Company. This guarantee shall not apply in the case of an employee who has been absent from his/her scheduled work and who has failed to inform the Company of his/her intention to return and the date thereof.

ARTICLE 34 - TECHNOLOGICAL CHANGE

- 34.1 "Technological change" means any change that is introduced by the Employer that is related to implementation of new technology.
- 34.2 The Employer shall grant an employee who is affected by a technological change a reasonable training period to allow the employee to adapt. An employee who is incapable of adapting to technological change may exercise his right to bump into another position, or to be laid off, or to be transferred to a vacant position in the bargaining unit.

ARTICLE 35 - HEALTH AND SAFETY

- 35.1 When an obvious safety hazard is brought to the attention of the Company, corrective action will be taken to eliminate or to reduce such hazard as soon as possible, taking into consideration the nature of the hazard. Employees and Employers have obligations to work safely and promptly report hazards, any unsafe work practices, accidents or near misses.
- 35.2 The Employer shall ensure that all employees are properly trained for WHMIS within a reasonable period of time from their hire date and shall comply with all relevant health and safety legislation as it affects them
- 35.3 A Joint Safety and Health Committee (JHSC) ("Committee") will be established if required by the *Occupational Health and Safety Act* of Ontario as amended from time to time. The committee will each be composed of two (2) members of the Bargaining Unit selected by the Union and up to two (2) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Time spent by Union representatives on the joint committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.
- 35.4 The Joint Committee will be co-chaired, with the chairing of meetings alternating between the Union and the Company. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Company. Both chairpersons will sign the minutes unless there is a dispute over her/his contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.
- 35.5 The Joint Committee shall participate in the identification of existing or potential hazards in the workplace and make recommendations as to their control. Committee representatives will review complaints and accidents relating to the safety and health of the employees represented. The Joint Committee will make recommendations for improvements and solutions to health and safety problems to the Company.
- 35.6 The Employer recognizes its commitment to ensure that one management member and one Union member of the Joint Health and Safety Committee members are Health and Safety certified in order to properly carry out their duties as members of this Committee.
- 35.7 Union members of the JHSC shall have the right to accompany any Safety Inspectors on tours and shall receive copies of any reports sent to the Employer pertaining to such inspections.
- 35.8 The JHSC will discuss health and safety training options.

ARTICLE 36 - VACATION

36.1 Vacation shall be granted at mutually agreed to times in accordance with business needs between the Employer and the employee. Preference shall be given to employees with

more seniority.

Employees who have not scheduled their vacation will be scheduled by management.

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

An employee who has completed less than five (5) years of continuous service as of July 1st of any year shall be entitled to two (2) weeks at four (4%) percent of the previous year's gross earnings.

An employee who has completed five (5) years but less than ten (10) years of continuous service as of July 1st of any year shall be entitled to three (3) weeks at six (6%) percent of the previous year's gross earnings.

An employee who has completed more than ten (10) years of continuous service shall be entitled to four (4) weeks at eight (8%) percent of the previous year's gross earnings.

An employee who has completed more than fifteen (15) years of service shall be entitled to five (5) weeks' vacation at ten (10%) percent of previous year's gross earning.

A part-time employee shall be entitled to vacation pay paid with each pay cheque of four (4%) percent.

Vacation time off shall be in accordance with the *Employment Standards Act* of Ontario, that may be amended from time to time.

It is understood and agreed that those current employees will not suffer any reduction in vacation entitlement.

ARTICLE 37 - HOLIDAYS

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

New Year's Day
Family Day
Good Friday
Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

- 37.2 Payment for the holiday will be made only if the employee works their last scheduled shift proceeding, and their last scheduled shift immediately succeeding the day on which the holiday is observed by the Company. If the employee is absent for one (1) or both of the qualifying work days referred to above due to verified illness, death in his/her immediate family, jury duty, or because he/she has received prior or subsequent permission from the Company to be absent, the holiday will be paid. This regulation shall not apply to Christmas Day, New Year's Day or Boxing Day, provided the employee has worked during the week preceding the lay-off period and reports back on the first scheduled work day after the Christmas lay-off period.
- 37.3 Should the day of observance of any of the holidays enumerated above fall within the period when an employee is absent on a paid vacation, the employee affected shall receive an extra day's vacation with pay in lieu of payment for the statutory holiday.
- 37.4 An employee who is required to work on any of the statutory holidays enumerated above shall, provided that they are eligible to receive payment for such holiday, be paid for the time worked at one and one half (1 $^{1}/_{2}$) times his/her regular hourly rate for the hours worked, plus the holiday pay required as per the Ontario *Employment Standards Act*.

ARTICLE 38 - UNIFORMS

- 38.1 The Employer shall supply all regularly scheduled employees with the required Uniforms, which will be replaced one-for-one on an as needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific Uniforms to be provided are set forth in Appendix B.
- 38.2 If the Employer provides Uniforms, then employees will be required to launder and maintain the Uniforms.
- 38.3 If an employee willfully destroys, damages, or loses their Uniform, the employee will be responsible for the cost of replacement.
- 38.4 Employees must wear the Uniform as directed by the Employer.

Full Time

The Uniform consists of:

Three (3) shirts and two (2) pants new employees. Two (2) aprons for Kitchen staff. Three (3) sets of Uniforms for all employees when new Uniforms are introduced. Two (2) sets of Uniforms each year to existing employees. The Uniforms will be available in September of each year.

Part Time

The Employer will issue one (1) set of Uniforms to each new employee and replacement will be on an as needed basis.

Banquet servers will be issued with at least one (1) Uniform. The Uniform will be available

in September of each year.

38.5 All employees must wear non-slip shoes while at work. The Employer agrees to provide a shoe reimbursement for the purchase of non-slip shoes, for up to a maximum of seventy-five dollars (\$75.00) per non-probationary employee effective following the date of ratification. Newly hired employees must wear said shoes although they will not be eligible for reimbursement until they have successfully completed the probationary period. To qualify for reimbursement, an employee must provide proof of purchase (an original receipt) to their Manager prior to such reimbursement being paid out. It is further agreed that the Employee may submit for reimbursement once per year no earlier than the date of their anniversary (i.e. hire date at the unit).

ARTICLE 39 - EMPLOYEE MEALS

Employees working a shift in which they are allowed a paid break in accordance with the Collective Agreement are entitled to the following meals via a payroll deduction as amended from time to time per day, per employee as is the practice through the entire Company.

Deductions will be as follows:

Effective January 1, 2023 - \$3.00

ARTICLE 40 - CONTRACTING OUT

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

ARTICLE 41- UNION FUNDS

41.1 Effective on the date of ratification of the Collective Agreement, the Employer agrees to contribute three (\$0.03) cents per hour worked per bargaining unit employee to the Unifor Paid Education Leave (PEL) program.

Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program

115 Gordon Baker Road

Toronto, Ontario M2H 0A8

The Union shall select candidates for PEL to attend said program. The Union will provide written confirmation to the Employer of such leave and selection subject to the terms of this agreement. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 42 - RRSP

42.1 Following the completion of the probationary period, a full-time employee shall be eligible to enroll and participate in a Group Registered Retirement Savings Plan (RRSP). Employees will be responsible for contacting their unit manager to enroll into the RRSP. Following enrolment, the Employer shall contribute seventy cents (\$0.70) per hour for all regular hours worked, including stat holiday pay, bereavement, and jury duty.

Within seven (7) calendar days following the date of ratification, all current full-time employees actively at work in the bargaining unit shall be provided with an RRSP enrollment package to review, complete and return to the Food Service Director. Said forms must be returned to the Food Service Director directly within thirty (30) calendar days from the date of ratification to be eligible for RRSP contributions effective from the date of ratification. All forms returned beyond said initial thirty (30) calendar days shall be processed accordingly with no retroactivity applied.

ARTICLE 43 - HEALTH AND WELFARE BENEFITS

43.1 All employees who regular work more than twenty-four (24) hours per week are entitled to enroll in the Employer's Health and Welfare Benefit Plan.

Upon ratification, full-time employees enrolled into the Major Medical Health Plan will be provided with a Drug Card.

The details of the Health and Welfare Plan can be found in Appendix "B".

ARTICLE 44 - LOCKERS

44.1 Locks and lockers are property in the care of the Company. All lockers are subject to inspection.

The Employer agrees that at no time will inspections take place unless a Union Steward is present or a minimum of two (2) bargaining unit members if the Union Steward is not available.

44.2 If an individual locker must be opened, the Employer will invite the affected employee to be present. If said employee would be unwilling to be present, then a Shop Steward shall be present for the opening of the locker.

ARTICLE 45 - LETTERS OF UNDERSTANDING

45.1 All Letters of Understanding agreed to between Management and Union officials during the negotiations of this Agreement and any others issued during the term of this Agreement are intended by the parties to form part of this Agreement and to have the same force and effect as specific provisions of this Agreement.

ARTICLE 46 - SAVINGS CLAUSE

46.1 It is understood that any changes in Provincial or Federal Law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement. All other provisions of this Agreement shall remain

in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 47 - TOTAL AGREEMENT

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

ARTICLE 48 - BULLETIN BOARDS

- 48.1 The Company shall provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union for posting notices of Union activities.
- 48.2 All such notices must be signed by a recognized officer of the local Union, and copies of all items to be posted shall be provided to the Manager or his or her authorized designate at the time of posting.

ARTICLE 49 - DURATION

- 49.1 This Agreement becomes effective on February 2, 2024, and shall continue in effect until February 1, 2027, and unless either party give notice that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect until February 1, 2028, and so on from year to year thereafter.
- 49.2 The Employer agrees to share the cost of printing the Collective Agreements by fifty percent (50%). The parties agree to print the Collective Agreements at the lowest cost possible.

Signed at Toronto, Ontario, on this ____ day of May, 2024.

FOR THE EMPLOYER FOR THE UNION

DocuSigned by:

Dustin Philp

Teodaports

Docusigned by:

Dustin Philp

Docusigned by:

Dustin Philp

Docusigned by:

Lisabeth Pimentel

Lisabeth Pimentel

APPENDIX "A" – Wage Rates

NOTE: Anyone with a higher personal rate gets the same increase (dollars and cents).

	Old Rate	02-Feb-24	02-Feb-25	02-Feb-26
		3.50%	3.50%	3.50%
Lead Cook	\$ 21.00	\$ 21.74	\$ 22.50	\$ 23.28
Cook	\$ 19.00	\$ 19.67	\$ 20.35	\$ 21.07
Dishwasher	\$ 18.00	\$ 18.63	\$ 19.28	\$ 19.96

APPENDIX "B" - Benefit Summary

ELIGIBILITY

Hours Twenty-four (24) hours per week

Months of Service 1st of the month following 3 months.

Drug Cards Yes

Cost Share Health and Dental: 75% Employer Paid, 25% Employee Paid

Life insurance, AD&D: 100% Employer Paid

BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

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

2. EXTENDED HEALTH BENEFITS

DRUG BENEFIT **Drug Card**

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Deductible	Dispensing Fee less \$6.00
d) Per Individual Maximum	\$2,800 per calendar year
e) Benefit Maximum Age	99 or early retirement
f) Dependent Age	21
g) Student Age	26
h) Includes: Diaphragms, IUD's; \$500/individual per lifetime for prescription anti-smoking agents; \$2,400/individual per lifetime for fertility; lancets	Covered

Mandatory Generic and Mandatory Post Scripts

3. MAJOR MEDICAL BENEFIT

a) Annual Deductible Applicable	\$450 for chiropractic services for Ontario residents
b) Co-payment	90%
c) Schedule of Benefits	**Requires Physician Referral pre-dating the service**
Psychologist	\$1,000 per calendar year
Chiropractor	\$200 per calendar year (Ontario residents pay first \$450)
Naturopath	\$200 per calendar year
Podiatrist or Chiropodist	\$200 per calendar year
Nutritionist/Dietician	\$400 per calendar year
Speech Therapist	\$200 per calendar year
Physiotherapy	\$300 per calendar year
Osteopathy	\$300 per calendar year
Massage Therapy	\$300 per calendar year
Private Duty Nursing	\$10,000 per calendar year
Medical Equipment	\$5,000 per lifetime
Medical Prosthesis	Covered
Medical Supplies	Covered
Ambulance Services	Covered
Hearing Aids	\$500 every 5 years
Orthotics	\$300 per calendar year
Orthopedic Shoes – custom made	Combined with Orthotics maximum
Orthopedic Modifications	Combined with Orthotics maximum
Eye Exams	\$75 in provinces where eye exams are not covered
d) Survivor Benefit	2 years
e) Benefit Maximum Age (Termination)	Age 99 or early retirement

f) Dependent Age	21
g) Student Age	26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)	Unlimited

4. VISION BENEFIT

a) Glasses Maximum	\$400/every 24 months
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision Co-insurance	100%
e) Benefit Maximum Age	Age 99 or early retirement
f) Dependent Age	21
g) Student Age	26

5. HOSPITALIZATION BENEFIT

a) Semi-private accommodation	Covered
b) Hospitalization Co-insurance	100%
c) Convalescent Hospital	Semi-private Coverage
d) Benefit Maximum Age	Age 99 or earlier retirement
e) Dependent Age	21
f) Student Age	26

6. DENTAL BENEFIT

a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Recall Frequency – 6 months	Yes
d) Fee Guide Year	Current

e) Fee Guide based on employee's province of residence	Yes
f) Level 1: Basic Restorative; Co-insurance percentage	90%
g) Level 2: Periodontics and Endodontics; Co- insurance percentage	90%
h) Annual Maximum; Levels 1 and 2 combined	\$2,000 per person per calendar year
i) Survivor Benefit	2 years
j) Benefit Maximum Age	Age 99 or earlier retirement
k) Dependent Age	21
I) 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. This schedule provides minimum levels of coverage. 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. The Employer reserves the right to introduce new processes or other cost containment enhancements when they deem necessary.