



COLLECTIVE AGREEMENT

- Between -

**COMPASS GROUP CANADA LTD.
(OPERATING AS CHARTWELLS AT TRENT UNIVERSITY)
(hereinafter called "the Employer")**

- And -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3205
(hereinafter called "the Union")**

OCTOBER 1, 2020 TO SEPTEMBER 30, 2024

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DEFINITIONS:

“Position” is defined as a specific classification working specified hours in specified locations.

“Regular Academic year” is defined as September 1st to April 30th.

“Semester” is defined as an academic term in the school year (Fall, Winter, Summer) as determined by Trent University.

“Service” is defined as and includes continuous service with predecessor Employers as shown on the seniority list.

“Work Unit Location” is defined as a worksite serviced by the employees of this Local and any other locations as defined by Article 3.01. The following constitutes the current work units in the bargaining unit: Otonabee (includes DNA Kiosk and Tim Horton's), Lady Eaton College (includes Bata), Champlain, Gzowski (includes Electric City) and Trent Durham Campus. Should a new work unit be created by Trent University or the Employer, the parties shall discuss that with the intent of including it as a work unit within the collective agreement.

ARTICLE 1 - PURPOSE

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

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

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The union acknowledges the sole right of the Company to manage its business, to direct the working force and to establish and maintain reasonable rules and regulations. The Union recognizes the right of the Employer to make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its business, and after advance notice thereof, to the Union and the employees to require compliance therewith by employees.
- 2.02 The Union acknowledges further that it is the function and sole right of the Company to hire, promote, demote, transfer, schedule and lay-off employees and to suspend, discipline and discharge employees for just cause. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set forth in this Collective Agreement.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3205 as the sole and exclusive collective bargaining agent for all of its employees at Trent University save and except supervisors and those above the rank of supervisor, office and clerical staff and those covered by a subsisting Collective Agreement and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

The Company agrees that no existing bargaining unit positions will be replaced by non-bargaining unit personnel and non-bargaining unit persons shall not perform bargaining unit work except for the purposes of training, emergency situations, or as mutually agreed between the parties. Any additional bargaining unit positions will be filled by bargaining unit personnel.

3.03 No Other Agreement

No employee shall be required or permitted to make any agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - HARASSMENT/DISCRIMINATION

4.01 The parties have a joint responsibility for ensuring a harassment free work environment. The management has the primary responsibility for ensuring that a harassment-free environment prevails in the workplace and to take appropriate measures to achieve this result. The Union must equally assume all its responsibilities in achieving this result.

Definition of Harassment

For the purposes of this agreement, "harassment" means any conduct, comment or gesture of racial or sexual nature or connotation, which is:

- a) unwanted or may reasonably be considered as unwanted; and
- b) offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individuals employment.

4.02 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, disability, sexual orientation, marital status, family status, all as defined by the Ontario Human Rights code, nor by reason of their membership or activity in the Union.

4.03 Employees over the age of sixty-five (65) shall be entitled to all employee benefits with the exception of life insurance which shall cease at age seventy (70).

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Within thirty (30) calendar days of the signing of this agreement all members of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from every employee any dues and initiation fees levied by the Union of its members.

6.02 Deductions

Deductions shall be made once each two (2) week period and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 30th day of the month following the month in which deductions were made, accompanied by a list of the names, addresses, classifications, hours worked, rate of pay and gross earnings of each employee from whose wages the deductions have been made. On request, but no more than once per academic semester, the Employer shall provide employee's addresses, phone numbers and hours of work to the local Union.

6.03 Dues Receipts

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

6.04 The Union shall indemnify and save harmless the Employer from any and all claims arising out of the collection of such dues, initiation fees and assessments.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint all new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in this Collective Agreement. The Employer shall notify the Union in writing of all new hires within seven (7) days of the new employee's hiring date.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall provide the employee with a copy of the Collective Agreement and introduce the employee to their Union Steward.

7.03 Meeting Opportunity

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union at the convenience of the Employer.

7.04 TRAINING

Definition

For the purpose of this agreement, “training” means any theoretical and/or practical training given or required by management for an employee to be able to perform their job both safely and in accordance with franchise and/or Company standards.

Training Premium

There shall be sixty-five cents (\$0.65) per hour training allowance paid to employees when an employee(s) has been designated by management as “trainer” so as to train an employee in their job classification. This allowance shall be paid for the entire shift when an employee is assigned and approved by management to train. For clarity, such training is for hands on practical demonstration of how to do a job and does not involve, among other things, on the job familiarization, annual re-certification training or answering questions of a newly hired employee.

Annual Training

As part of all job requirements, employees are required to complete their initial (upon hire) and annual re-certification training (i.e. Health and Safety, Food Safety Training, franchise specific training, etc.) as required prior to being eligible to work in the unit. The Employer shall communicate such re-certification training requirements to the employees in advance (i.e. July) of September on an annual basis. Employees who have not completed said training shall be reminded once after which they shall be removed from the schedule. Following the successful completion of said training, employees will be returned to their schedule within a reasonable period of time.

Right to Training

Management undertakes to train:

- a) Any newly hired employee in their posted classification;
- b) Any employee who is assigned to duties requiring new knowledge as it relates to their posted classification;
- c) Familiarization of the work area.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental hereto, shall pass to and from Compass Group Canada Ltd. and both the President and the Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 It is agreed that a Committee will be established of five (5) regular members each from Union and Management which shall meet every second month to discuss matters of mutual concern with the objectives of promoting and improving the performance of the operations in which they are engaged, the safety and sanitary practices and the general relationships of the parties. Either party may request additional meetings in offsetting months. Any meeting that has been cancelled shall be rescheduled to take place within five (5) business days of the cancellation or at any other time as may be mutually agreed.

An agenda approved by both parties must be circulated at least five (5) days in advance of the meeting.

This Committee shall not have the power to add to, amend or delete any part of the Collective Agreement. The Employer shall be responsible for taking and producing minutes of meetings of the Committee. The Union shall be responsible for posting the approved minutes on the Union Bulletin Boards. All minutes must be approved by the majority members of each side for them to be posted as approved.

Meetings of the Committee shall be considered paid time for the Union members of the Committee. Whenever possible meetings will be scheduled to take place during the scheduled hours of the Union representatives or a majority thereof.

9.02 The committee shall be provided with all applicable Employer policies and procedures and changes thereto, following which they shall be made available in each work location. A copy of each shall be provided to the Union.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

It is the responsibility of the Union to notify the Company in writing of the name(s) of its officers, including executive and all shop stewards. The Company shall not be required to recognize any such person(s) until so notified in writing of his/her election or appointment.

Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

This notification shall be supplied whenever a personnel change occurs. Furthermore, the employer will designate specific management personnel as "contact supervisors" for specific work locations.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. One being the President and three (3) members nominated or appointed.

10.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises, with permission, in order to investigate and assist in the settlement of a grievance, and provided the Employer's operation will not be disrupted.

10.04 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Union may request permission through the Employer to sponsor education functions such as seminars, workshops, lectures, etc., during the employee's lunch period or following the regular working day.

10.05 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

10.06 Working Days - Definitions

For purposes of the Grievance and Arbitration Articles, administrative and posting requirements of this Collective Agreement, "working days" shall be defined as Monday through to Friday excluding statutory holidays.

For purposes of trial and probationary periods, "working days" shall be defined as days actually worked.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

So as to expedite this process, the parties agree to utilize e-mail for the purposes of transmitting and responding to grievances.

11.02 Number of Stewards

The Employer shall recognize the following shop stewards in the work units, with the requirement that the union endeavour to elect or appoint representation covering the day shift, afternoon shift and weekend shifts as follows:

- a) Champlain (2 stewards)
- b) Gzowski / Electric City Kiosk (2 stewards)
- c) Lady Eaton College / Bata (2 stewards)
- d) Tim Hortons / DNA / Otonabee (4 stewards)
- e) Durham campus (1 steward)

11.03 Grievance Committee

The Union President, Chief Steward and the Shop Steward representing the grievor shall constitute the Grievance Committee.

11.04 Permission to Leave Work

The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor. Such permission shall not be unreasonably denied.

11.05 Definition of Grievance

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

11.06 Settling of Grievances

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

STEP NO. 1

An employee who believes that they have been unjustly dealt with or that this Agreement has been violated, must first raise the issue verbally with their immediate Unit Manager and failing settlement schedule a formal grievance meeting with their immediate Unit Manager within ten (10) working days of when they become aware or when they ought reasonably to have become aware of the violation giving rise to the grievance. In any such meeting with a supervisor, the employee may, at their option, be accompanied by a shop steward.

STEP NO. 2

If the employee does not receive a satisfactory settlement, in writing, within five (5) working days, they shall detail the grievance in writing, including the section of the Collective Agreement said to be contravened and the corrective action sought, to the Union Grievance Committee, who shall take up the matter with the Office Manager. This meeting will be scheduled within a reasonable time frame at a mutually agreed upon time no longer than five (5) working days of the written request, with the Office Manager, applicable Steward and Local President or alternates. Following the meeting, the Office Manager or designate shall respond, in writing, within five (5)

working days.

STEP NO. 3

If the grievance is not settled within five (5) working days, it shall be submitted to the Labour Relations Department of Compass Group Canada Ltd. The Labour Relations Department shall respond, in writing, within five (5) working days.

At Step 3, or such other time as the parties mutually agree, grievance meetings may include such representatives of the Employer and the Union as either party may desire, however the Union delegation shall be limited to those identified in Article 11.03.

The grievor shall have the right to be present during all steps of the grievance procedure.

STEP NO. 4

If the grievance is not then settled within a period of fifteen (15) working days, following Step 3, then within a further fifteen (15) working days at the written request of either party to this Agreement, the grievance may be referred to Arbitration.

Any grievance may be referred to mediation by mutual agreement of the parties.

11.07 Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union, or the Employer has a grievance, such grievances shall commence at Step No. 2. The President and the Chief Stewart shall sign all policy grievances.

11.08 Grievance on Safety

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the Step No. 2. of the grievance procedure for preferred handling.

11.09 Facilities for Grievances

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

11.10 Grievance meetings shall be considered paid time for the Grievor and for the

Grievor's representative.

ARTICLE 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail with a copy to the other party.

The parties generally agree to utilize a single Arbitrator for Arbitrations. However, either party, at their sole discretion, may request a Board of Arbitration. In such cases, the parties are individually responsible for the costs associated with their nominee.

12.02 Failure to appoint

If the parties do not appoint an arbitrator the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Decision of the Board

The decision of the sole Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to rule on the merits of the grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.04 Expenses of the Board

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

12.05 Amending of time limits

The time limits in both the grievance and arbitration procedure may be extended in writing by mutual consent of the parties.

12.06 Witnesses

At any stage of the grievance or arbitration procedure the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.07 The Union Grievance Committee having represented the Grievor through the grievance process shall not suffer any loss of regularly scheduled hours for the total time involved in an arbitration procedure. Should the matter involve a policy grievance, the Union President may elect a Union delegate, from the Union Executive, to substitute for the shop steward.

ARTICLE 13 - DISCHARGE AND DISCIPLINE

13.01 The Employer has the right to maintain discipline including the right to discharge or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the responsibility of the Employer.

13.02 Progressive Discipline

The Employer subscribes to the philosophy of "progressive discipline" in other than serious instances requiring immediate discharge. As appropriate, the Employer will issue verbal and written reprimands and suspensions. An employee shall be advised in advance of any meeting where discipline will be imposed, and a Union Steward or Executive Officer shall be present.

13.03 May Omit Grievance Steps

Any disciplinary action imposed upon an employee by the Employer with which the employee disagrees may be processed through the regular grievance procedure except in cases of discharge, where Steps 1 and 2 may be by-passed.

13.04 Adverse Report

The record of an employee shall not be used against them at any time after twelve (12) months following a disciplinary action.

13.05 Access to Personnel Records

An employee shall have the right to have access to review and to copy their personnel records with advance notice to the Supervisor. Such requests shall be honoured within three (3) working days of the employee's initial request to review and copy their personnel records. The Employer has the right to deny unreasonable requests. An employee will be advised of any disciplinary entries to their employment record.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer at Trent University as well as service with Beaver Foods and Marriott Corporation and Aramark at Trent University

The Employer agrees to recognize the employees' prior period of service and seniority for the purposes of adhering to this Collective Agreement, and

- a) Seniority shall be on a bargaining-unit-wide basis for promotion, shift assignments, benefit entitlement, permanent reductions of the working force and the resultant recalls and for recall for summer business provided those remaining have the qualifications and ability to do the work.
- b) For those areas and periods prescribed by the Employment Standards Act of Ontario as amended from time to time.

For the purposes of Employment Standards Act of Ontario Part XIV termination of employment, all service at Trent University shall be recognized.

14.02 Seniority List

The Employer shall maintain a seniority list that shall rank the employees by order of seniority and shall indicate the following:

- a) Name of employee
- b) Starting date of continuous employment
- c) Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

An up to date seniority list shall be sent to the Union by the 1st of March and the 1st of October of each year. It shall be the responsibility of the Union to post said seniority lists on the bulletin boards.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first sixty (60) working days

or six (6) months, whichever occurs first, of employment. During the probationary period, the employee shall be entitled to benefits as specified in this Agreement. The Employer may request an extension of the probationary period and such extension shall not be unreasonably denied. After completion of the probationary period, seniority shall be effective from the original date of employment. A probationary employee shall not be entitled to the provisions of Articles 11, 12 or 13 with regard to discipline or discharge.

14.04 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- a) employee is discharged for just cause and is not reinstated;
- b) employee resigns and does not withdraw their resignation in writing, within two (2) working days;
- c) employee fails to return to work within five (5) working days following a lay-off and after receiving notice by e-mail and/or courier to do so, unless through sickness or other just cause. Laid off employees engaged in alternative employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;
- d) employee is laid-off for more than eighteen (18) months;
- e) employee is absent without leave or reasonable excuse for three (3) consecutive working days.
- f) employee fails to return to work, without valid reason, upon the completion of an approved leave of absence.
- g) employee is absent due to a non-occupational illness or accident for a period of twenty-four (24) months.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. Such employee shall have the right to

return to their original position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) calendar days. Following this trial period accumulated bargaining unit seniority shall be forfeited.

14.06 Role of Seniority in Layoffs

Both parties recognize that job security shall increase proportionate to length of service.

ARTICLE 15 - JOB POSTINGS

- 15.01 Both parties recognize that job opportunities should increase in proportion to length of service, therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability.
- 15.02 When a New position ("position" being defined as a specific classification working specified hours in specified locations) is created, or when a permanent vacancy occurs, which shall include the resignation of an incumbent, or when an acting lead hand is created inside the bargaining unit, or when an original posting has been modified through either the addition of four (4) hours or more, or changes in days off, then this shall become a newly created position. The Employer shall immediately notify the union in writing and post notice of the position on the bulletin boards for a period of seven (7) calendar days so that all members will know about the vacancy, new position or Acting Lead Hand position. It is understood that the posting will be removed at 4pm on the seventh (7th) calendar day. All positions to be filled shall be posted within one (1) week of vacancy.
- 15.03 All postings shall contain the following information: qualifications, core duties of the position, shifts (to include days of the week and days off per scheduled shift), work unit, hours of work (and if applicable a possible range of hours should it be anticipated that the hours may change) and wages and if applicable, title and franchise.
- 15.04 A copy of each posting, along with the list of all applicants and that person(s) that were successfully awarded said posting shall be electronically forwarded to the union.
- 15.05 Appointments from within the bargaining unit shall be made within one (1) week of posting. The successful applicant shall be transferred within one (1) week of appointment.

- 15.06 a) The successful applicant shall be placed on a trial period of thirty (30) working days. For clarity, this time frame shall not include hours worked in the summer semester. Conditional on satisfactory service, the employee shall be declared permanent in that position at the end of the trial period.
- b) Should the successful applicant prove unsatisfactory or request a return to her original position during the trial period, they shall be returned without prejudice save that an employee who has exercised their right to return to an originating position shall be limited to one further movement resulting from a posting per semester for the remainder of the academic year.
- c) Any other employees relocated because of this awarding shall also be returned to their former position and wages, without loss of seniority.

15.07 Notification to Employees and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the union bulletin boards.

The union shall be notified in writing of all hiring's, lay-offs, recalls, appointments, terminations and resignations.

ARTICLE 16 - TEMPORARY VACANCY

16.01 Temporary Vacancy

- a) The employer shall have the right to temporarily fill vacancies of 1 day or less in duration for the purpose of filling a vacant shift due to call-ins for illness. Employees who fill vacancies for the purposes of covering absences due to illness under this article will not suffer any loss of pay or hours.
- b) Temporary vacancies of more than 1 day but less than thirty (30) calendar days in duration shall be offered to employees in the work unit location in the order of seniority and shall be awarded to the most senior employee who has the ability and qualifications to perform the normal requirements of the job.
- c) A temporary vacancy which totals 30 calendar days or more in duration shall be posted as per Article 15. Mid-winter break and Summer Semester layoffs will not be included in the calculation of a 30 day calendar period.
- d) An employee filling a temporary assignment shall, following completion of the

assignment, be returned to their former position and rate of pay, without loss of seniority. Any other employee affected by this rearrangement of positions shall also be returned to their former position and rate of pay, without loss of seniority.

- 16.02 Where as a result of an emergency or other short-term arrangements, an employee is required to perform duties at another Work Unit Location, the employer shall allow paid travelling time and where the employee does not have the use of a car the employer shall provide suitable transportation at no cost to the employee.

ARTICLE 17 - WORKPLACE ACCOMMODATIONS

- 17.01 An employee with temporary modified duties may exercise their seniority and apply for any posting. Should such employee be deemed the successful applicant and if their work restrictions are not transferable to the new position, that position shall be filled on a temporary basis until the employee is able to fill the position (without modifications) or until two (2) years have elapsed, whichever comes first, then shall be posted as a permanent vacancy.
- 17.02 The parties understand and agree that each has statutory and other responsibilities regarding the accommodation of differently abled employees in the workplace.
- 17.03 The Parties understand and agree that each is subject to the Ontario Human Rights Code.
- 17.04 The Parties understand and agree that each is subject to the Ontario Human Rights Code as amended from time to time.

ARTICLE 18 - LAY-OFFS, RECALLS AND BUMPING

DEFINITIONS:

- 18.01 "University Reading Weeks" is defined as the mid-semester reading breaks in October and February as determined by Trent University.
- 18.02 "Mid-Winter Break" is defined as the time period between the beginning of the Fall semester exams and start of the Winter Semester.
- 18.03 A layoff is defined as any reduction in the workforce or reduction in hours which affects one (1) or more employees.

LAY-OFFS

- 18.04 A short term layoff is defined as any lay-off of fourteen (14) days or less, A Mid-Winter break not exceeding six (6) weeks shall also be considered a short term lay-off.
- 18.05 A long term layoff is defined as any lay-off greater than fourteen (14) days.
- 18.06 Unless legislation is more favourable to the employee, the Employer shall notify the employees who are to be laid off seven (7) calendar days prior to the effective date of lay-off except for summer semester lay-offs where fourteen (14) or more calendar days notice shall be given. Management will endeavour to give as much notice as possible.
- 18.07 In the event that major changes are made to the method of operations during the period of summer semester layoffs, a consultation will be held between the Employer and the Union to discuss the new staffing requirements. This meeting should be held as early as possible.
- 18.08 Notwithstanding the Employer's right to recall employees during the summer semester layoff, prior to the summer semester layoff, the Employer shall post an Availability Roster on which each employee shall clearly indicate the days/weeks for which they wish not to be recalled during the layoff period.
- The Employer shall recall employees who have made themselves available according to the Availability Roster, and who are qualified, willing, and able to meet the normal requirements of the job, prior to recalling Employees who have indicated that they wish not to be recalled.
- 18.09 Short term layoffs shall be carried out in reverse order of Work Unit Location seniority within the affected classification provided those who remain are qualified, willing, able and available to meet the normal requirements of the job.
- 18.10 Long term layoffs shall be carried out in reverse order of bargaining unit wide seniority within the affected classification provided those who remain are qualified, willing, able and available to meet the normal requirements of the job.
- 18.11 Where a layoff not exceeding five (5) months must occur, volunteers who wish to be laid-off shall be accepted in order of seniority and, failing sufficient volunteers, employees shall be laid off in reverse order of seniority as provided above.
- 18.12 Employees on layoff shall be provided with an electronic record of employment within five (5) calendar days after the end of the pay period in which the employee's

interruption of earnings occurred.

- 18.13 For any layoffs commencing outside of the summer semester, that exceeds a total of twelve weeks, the 35 most senior employees in the bargaining unit will not suffer a reduction in hours until such time as there are no hours available for jobs which they have the qualifications, willingness and ability to perform the work.

In order to maintain their full employment, the employee is entitled to a position which may involve duties at more than one (1) location and/or more than one (1) job. For the purposes of this clause the Employer can assign hours on an alternate shift for a duration of less than three (3) hours. The Employer shall not use split shifts to meet the requirements of this clause unless mutually agreed to by the Employer and employee.

The employee is under no obligation to accept the additional hours being offered to them and shall have the option to accept the reduction.

BUMPING RIGHTS

- 18.14 In the event of short term layoffs, senior employees may bump within their Work Unit Location into a less senior employee's position provided they are qualified, able, willing and available to perform the required work.

For clarity, the DNA Kiosk and Tim Horton's is part of Otonabee and Electric City is part of Gzowski.

- 18.15 In the event of long term layoffs (with the exception of Mid-Winter Breaks of six weeks or less), senior employees may bump bargaining-unit wide into a less senior employee's position provided they are qualified, able, willing, and available to perform the required work.

- 18.16 In the event of the cancellation of a summer semester event to which an employee has been assigned, a senior employee may bump into a junior employee shift(s) bargaining unit wide.

- 18.17 Bumping rights may also be exercised under the following circumstances:

- a) when an employee returns from a lay-off and their pre-layoff job no longer exists
- b) when there is an elimination of a position
- c) when there is a change in location of 4 (four) weeks or more
- d) change in shift time for two consecutive weeks or more.

In these situations, employees may bump to another position in any classification by bargaining unit wide seniority provided that they have the ability and qualifications to meet the normal requirements of the job.

RECALLS FROM LAYOFFS

- 18.18 New employees shall not be hired until those who are laid-off or who have had their hours reduced have been given an opportunity of recall, provided they have the qualifications and ability to perform the normal requirements of the job.
- 18.19 Employees returning from layoff, will have a right to their pre-layoff job, location, shift and hours, should it still exist.
- 18.20 Employees on short-term layoff shall be recalled in order of seniority by classification by Work Unit Location.
- 18.21 Employees on long-term layoff shall be recalled in order of bargaining unit wide seniority provided they are qualified, able, willing and available to perform the required work.

18.22 Rights to Former Position on a Recall

An employee who has incurred a layoff or who has been bumped from a posting shall have first right of recall to their former position if it becomes available within the following six (6) months.

- 18.23 During the Summer Semester Lay-off, employees who are on layoff will only be recalled to work in advance of their scheduled recall date for those days/weeks where they have indicated their availability to the Employer on the Availability Roster as per Article 18.08.
- 18.24 Grievances alleging violation of this article shall be initiated at Step 2 of the grievance procedure.

ARTICLE 19 - HOURS OF WORK

- 19.01 a) Full-time Employees: Those who are regularly scheduled to work 20 or more hours per week.
- b) Part-time Employees: Those who are regularly scheduled to work less than 20 hours per week. No part-time shift shall be for a duration of less than three

(3) hours.

19.02 Overtime

An employee working in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. There shall be no pyramiding of overtime.

19.03 Rest Periods

An employee shall be allowed a fifteen (15) minute rest period in each four (4) hours worked without reduction in pay. Additional rest periods of fifteen (15) minutes shall be granted for each three (3) hour period of authorized overtime.

The Employer agrees that there will be a half (1/2) hour unpaid, undisturbed lunch break after each five (5) hours of work. It is understood that all breaks whether paid or unpaid are undisturbed.

19.04 Schedules

The present formulation of working schedules shall be maintained and shall provide for the following:

- a) no split shifts without mutual agreement.
- b) all employees shall receive either Christmas Day or New Year's Day off.
- c) schedules shall be posted no less than seven (7) calendar days in advance of first day indicated on such schedule for a two (2) week period. Changes in shifts shall be mutually agreed except in situations beyond the control of the Employer; for example, illness, accident or emergency. Whenever possible the Employer shall provide an employee forty-eight (48) hours notice of change of shift.
- d) no employee shall be scheduled for more than six (6) consecutive days without mutual agreement.
- e) management will make every effort to provide employees with two (2) consecutive days off between their scheduled shifts unless mutually agreed.
- f) Summer schedules (i.e. non-catering or retail) shall be posted centrally in those units that are opened.

19.05 Call Back Pay

An employee who has completed their regular shift has left work and is called in to work shall be guaranteed a minimum of three (3) hours' pay at their overtime rate.

19.06 Reporting Pay

An employee reporting for work on their regular shift, without having been notified by the Employer not to report, shall be given four (4) hours' pay at their regular rate, but shall not apply in the event of a natural catastrophe which no one can prevent such as but not limited to floods, electrical failure, tornados, etc. In the event that the University is closed as a result of the above, every reasonable effort will be made to inform employees of the closure.

In the event of a snow storm, an employee reporting for work on their regular shift, without having been notified by the Employer not to report, shall be given four (4) hours pay at their regular rate or the opportunity to go home without pay.

19.07 Where any additional hours become available outside the regular cafeteria service or extra hours become available that are not part of a posting for events not associated with a specific work unit, the employer shall offer the hours by bargaining-unit wide seniority immediately to those employees who have indicated their availability on a sign-up form provided for that purpose which specifies the hours available, the classification and the location of those hours.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays for full or part-time employees:

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

And any other statutory holiday proclaimed by the Federal or the Provincial Government.

Probationary employees shall receive holidays with pay in accordance with the

Employment Standards Act.

20.02 Observance of Holidays on Saturday or Sunday

The observance of the above holidays shall be in accordance with the Trent University calendar.

20.03 Pay for Regularly Scheduled Work on a Holiday

A qualified employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1 1/2) plus another days pay or time off in lieu at a time mutually agreed within thirty (30) days of the statutory holiday.

Any paid holidays that fall within the long term summer layoff shall be qualified and paid in accordance with Employment Standards Act.

20.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or time off in lieu, at a time mutually agreed.

20.05 Qualifications for Holiday Pay

In order to qualify for holiday pay an employee must work their scheduled work day preceding and following the holiday, unless on a leave of absence approved by the Employer or a leave of absence through the application of this Agreement. 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 workday after the Christmas lay-off period.

ARTICLE 21 - VACATIONS

21.01 a) July 1 of each year shall be used for the purpose of determining vacation entitlement and vacation pay.

b) Vacation pay shall be paid on each pay date.

21.02 An employee with less than one (1) year's service as of July 1 of any year will receive four percent (4%) of total earnings from day of hiring with one day off per complete month to a maximum of ten (10) days.

- 21.03 a) Upon completion of one year of service as of July 1 of any year, an employee will be entitled to two (2) weeks vacation with pay at four percent (4%) of their earnings.
- b) Upon completion of five (5) years of service as of July 1 of any year, an employee will be entitled to three (3) weeks vacation with pay at six percent (6%) of their earnings.
- c) Upon completion of ten (10) years of service as of July 1 of any year, an employee will be entitled to four (4) weeks vacation with pay at eight percent (8%) of their earnings.
- d) Upon completion of fifteen (15) years of service as of July 1 of any year, an employee will be entitled to five (5) weeks vacation with pay at ten percent (10%) of their earnings.
- e) Effective September 30, 2009 and upon completion of twenty (20) years of service, an employee will be entitled to six (6) weeks vacation with pay at twelve (12) percent of their earnings.

21.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employees vacation period, they shall be allowed an additional vacation day with pay at a mutually agreeable time provided they are qualified in accordance with 20.05.

21.05 Vacation Pay on Termination

Upon termination of employment, an employee shall be entitled to payment for any earned vacation entitlement, which has not been used or paid as of the date of termination.

21.06 Preference in Vacations

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

21.07 Vacation Schedule

Employees shall be notified of vacation entitlement by March 1st of each year. Vacation schedules shall be posted by April 1 of each year and shall not be changed without the consent of the affected employees. Vacations shall commence

immediately following an employees' regularly scheduled days off. An employee on vacation may specify two (2) additional days for each five (5) day vacation period as being their days off for that vacation week.

21.08 Unbroken Vacation Period

An employee shall be entitled to an unbroken period of vacation as mutually agreed between the employee and the Employer.

21.09 Anyone whose vacation is prevented by hospitalization prior to going on vacation will have their vacation rescheduled.

21.10 Overtime Vacation Rate

No employee shall be required to work during their scheduled vacation period. Employees who agree to work shall be compensated at the rate of time and one-half in addition to rescheduling their vacation for all time worked.

21.11 Vacations will be confirmed or denied, in writing, by management ten (10) calendar days after receipt of request, in writing, by employee.

21.12 Employees on approved vacation shall not be scheduled to work during their vacation.

21.13 It is understood that since vacation pay is paid out bi-weekly in accordance with Article 21.01, any approved vacation time shall be unpaid.

ARTICLE 22 - SICK LEAVE

22.01 Personal Days

Each full-time employee, who has completed their probationary period shall be provided with up to seven (7) days sick leave per year starting September 1st annually. These sick leave days may be used individually or collectively, or as half day increments based on posted hours to provide for absences due to legitimate illness on the basis noted below:

For example, an employee that is posted to work 8 hours in a day and works 2 hours and becomes sick has the option to take a full day sick leave thereby paying them for 8 hours or to be paid 4 hours of sick leave (1/2 day) plus the 2 hours of their completed shift. Similarly, an employee that is posted to work 5 hours in a

day and works 1 hour before being sick has the option to take a full day sick leave thereby paying them for 5 hours or to be paid 2.5 hours of sick leave (1/2 day) plus the 1 hour of their completed shift.

- a) any absence of longer than three (3) days to be supported by a medical certificate;
- b) sick leave is payable only until an employee qualifies for weekly indemnity benefits;
- c) in cases of suspected abuse the Employer may, upon advance notice, require an employee to produce a medical certificate. The employee may request a meeting with management with a union representative to review the reasons behind the Employer's suspicions.
- d) An employee may attend medical/dental appointments where they could not reasonably be scheduled outside normal working hours, in which case the time actually lost shall be deducted from accrued sick credits.
- e) The Employer shall reimburse employees for the cost of any medical certificates which are required either by the Employer or by an insurer that provides benefits under this agreement up to a maximum of thirty-five (\$35.00) dollars per note.
- f) The parties agree that employees shall be entitled to use three (3) sick days per year to care for an ill family member.
- g) Any part-time employee that is transferred to full-time status shall be eligible for the above sick days on a pro-rata basis based on an academic year.
- h) An employee may use up to three (3) sick days per year as personal days, provided they are mutually agreed to with the Employer at least two (2) weeks in advance unless they are of an emergency nature (i.e. childcare). Any such requests shall not be unreasonably denied.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer, or other meetings with the Employer,

including Labour-Management and Health & Safety.

23.02 Paid Bereavement Leave

The Employer shall allow up to five (5) days off at the employee's discretion without loss of pay in order to grieve, make necessary arrangements and/or to attend the funeral of an employee's father, mother, stepfather, stepmother, foster parent, brother, sister, stepbrother, stepsister, spouse, child or the spouse's child, the other parent of the employee's child, father-in-law, mother-in-law, a dependant or a relative residing in the employee's household or a relative with whom the employee resides.

The Employer shall allow up to three (3) days off without loss of pay in order to grieve, to make necessary arrangements and/or to attend the funeral of a close relative. Close relative is defined as a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece and nephew.

In case of the death of an individual not included above as "immediate family" or "close relative", the Employer will grant one (1) day off without pay.

23.03 Leave of Absence for Union Functions

A total of four (4) employees at any one time may be booked-off by the Union for the purpose of attending Union Conventions, Conference, Union training or other Union business to an individual maximum of five (5) working days or a total maximum bargaining unit wide of twenty (20) working days per year. This leave will be considered 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. The Company agrees to continue the pay of an employee(s) on Union Leave and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.

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. Such request shall not be unreasonably denied. 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.

23.04 Pregnancy and Parental and Adoption Leave

Pregnancy and Parental and Adoption leaves shall be granted in accordance with the Employment Standards Act of Ontario as amended from time to time.

23.05 Paid Jury or Court Witness Duty Leave

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

23.06 Citizenship Leave

An employee shall be allowed the necessary time off without pay, up to a maximum of two (2) days to process their Canadian Citizenship application.

23.07 Education Leave for Examinations

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications provided the employee gives the Employer adequate notice.

23.08 General Leave

An employee may be entitled to leave of absence of up to four (4) months' without pay and without loss of seniority when they request such leave. Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause. Where the employee indicates that the need for the leave is urgent, the employer shall respond within 24 hours.

23.09 An employee who has applied for a leave of absence shall receive the Employer's written decision within seven (7) days of the date the request was submitted, provided that the employee's request is received at least fourteen (14) days prior to the requested leave.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay by automatic Direct Deposit to an employee's choice of banks, credit union, etc., salaries and wages bi-weekly and pay day shall normally be every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.—The Employer may not make deductions from wages or salaries unless authorized by the employee, by statute, court order, arbitration order or by this Agreement. All pay stubs must be delivered to the employees in their units within 4 calendar days except during summer layoffs when pay stubs shall be mailed directly to the employee at their address on file.

24.02 Rate of Pay on Promotion or Reclassification

An employee permanently assigned to a classification shall receive the appropriate rate of pay designated for that classification. An employee shall receive no less than their current pay rate upon such promotion.

24.03 Pay on Temporary Transfer - Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit for one (1) or more hours, their shall receive the rate for the job for all hours of work in that classification.

24.04 Pay on Transfer - Lower Rated Job

When an employee is temporarily assigned to or is offered, where a posting is not required by this Agreement, a position paying a lower rate, their rate shall not be reduced. However, an employee who applies for a posting and receives a lower rated position shall receive the rate payable for that position.

24.05 On Call

Employees shall not be required to be "on call".

24.06 Cash Overages/Shortages

An employee handling cash shall not be financially responsible for overages/shortages, except in the case of negligence, but may be subject to

appropriate disciplinary action. At their discretion the employee or a Steward may be present for a count where a shortage is suspected.

24.07 Meals and Accommodation

The Employer shall provide one meal for each shift (of three (3) hours or more in length) worked, as well as a beverage and a snack during the rest period.

Employees are allowed an amount of food and drink for personal consumption during their shifts, to be paid for by the employee through an automatic payroll deduction of two dollars (\$2.00), including required taxes, for each shift worked. A list of excluded items will be posted on the bulletin board.

24.08 The Employer shall reimburse all employees, with fifty percent (50%) of the cost of monthly parking including all taxes

For full-time and/or part-time employees to be eligible, they must purchase a monthly, Semester (4 month) or academic (8 month) parking pass from the University. Employees shall not receive the discount on daily pass purchases.

24.09 Shift Premium

The Employer agrees to pay a shift premium of twenty cents (\$0.20) per hour to employees for each hour worked between 11:00 p.m. and 5:00 a.m.

ARTICLE 25 - JOB CLASSIFICATION AND JOB DESCRIPTIONS

25.01 The Employer agrees to create and maintain job descriptions for all positions for which the Union is bargaining agent. The descriptions shall be given to the Union and shall become the recognized job descriptions.

25.02 New Classification

The Employer shall prepare job descriptions whenever a job classification is created. When a new job classification is created or established, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted as a grievance and if not settled through the grievance procedure, referred to arbitration. Any arbitrator shall base their decision solely on the criteria used in the classification pay structure set out in this Collective Agreement.

25.03 All employees shall be provided with a full and detailed job description of their positions. All job descriptions shall be available in each work location.

ARTICLE 26 - WELFARE BENEFITS

26.01 The Employer will provide the following insured benefit plans to eligible employees, (who regularly work twenty (20) hours or more per week, after appropriate waiting period).

The waiting periods for benefits are applicable to all new employees of Compass Canada Ltd.

In the event of layoff, all employer paid benefits shall continue, at the employers' expense, for a period of up to 5 months. Thereafter an employee may continue benefit coverage for Life, AD & D, Major Medical, and Dental for a period of up to six (6) months provided they remit, in advance, 100% of the premiums for those benefits.

26.02 A description of the above benefits will be appended to and form part of this collective agreement. The Employer reserves the right to change insurance carriers provided no reduction in benefits results from such change without prior agreement with the Union.

26.03 Group RRSP: the employer shall contribute monthly to a group RRSP for each employee an amount equal to 3% of the employee's bi-weekly earnings.

The Employer will provide for the employees to contribute to the RRSP plan through payroll deductions.

26.04 Benefits

Eligibility Hours	20 hours per week
Months of Service	1 ST of the month following 6 months
Cost Share	Dental 70% ER, 30% EE Health 100 % Employer Life insurance, AD&D and STD 100% Company Paid

BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

Benefit Formula	\$25,000
Termination	Age 65 or earlier retirement –Life to age 70

EXTENDED HEALTH BENEFIT – Effective March 1, 2018

1. DRUG BENEFIT

****Drug Card****

a) Plan Type	Prescription Drugs
b) Co-Payment	100% reimbursement for each prescription
c) Deductible	Dispensing Fee less 10.00
d) Per Individual Maximum	\$3,000 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	\$400 per calendar year (Ontario residents pay first \$450)
**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	**\$400 per calendar year
**Osteopaths <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Massage Therapy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Private Duty Nursing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Medical Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Ambulance Services <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 every 5 years
**Orthotics <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 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	up to \$75 in provinces where eye exams are not covered
d) Survivor Benefit No	<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

3. 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

4. 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: 6 months	Yes
d) Fee Guide Year	Current
e) Fee Guide Based on province of employee residence	Yes
f) Level 1: Basic Restorative; Coinsurance percentage	90%
g) Level 2: Periodontics & Endodontics; Coinsurance percentage	90%

h) Annual Maximum; Level 1 & 2 Combined	unlimited
i) Survivor Benefit	2 years
j)Benefit Maximum Age	Age 99
k) Dependent Age	21
l) Student Age	26
m) TMJ Lifetime Maximum	\$1,000

6. SHORT TERM DISABILITY

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

ARTICLE 27 - HEALTH AND SAFETY

27.01 The parties agree to abide with the intent of the safety legislation currently in effect.

27.02 A Joint Safety Committee will be established to enforce the provisions of the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System. This Committee shall meet monthly, excluding summer semester in which they shall meet once in the month of June or July.

27.03 Safety gloves and parkas will be made available where required. All parkas shall be dry cleaned and repaired by October 1, each year and replaced as required. Such costs to be incurred by management.

27.04 The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment.

The Employer and the Union agree that within sixty (60) days from the ratification date of this Agreement and once per year thereafter, the Employer will conduct a bargaining unit wide training session during which the Employer will review its policies on workplace safety, violence in the workplace and harassment.

The policies and procedures referred to above shall be provided to each employee and made available at each work location. Any corporate amendments to these

policies will be provided to the Labour-Management Committee.

It is jointly understood that threatening behaviour between employees will not be tolerated. Threatening behaviour by customers made known to management will be raised to the client's attention for them to address as appropriate.

In addition, Customer Service training will be continued to be held once per year and during such training on the topic of how to deal with disruptive and difficult customers will be addressed.

ARTICLE 28 - WORK FORCE REDUCTION

28.01 The Employer agrees that prior to any major reductions of hours or any reduction of the workforce, it will discuss the matter with the Union with a view to minimizing the negative impact on current employees.

ARTICLE 29 - UNIFORMS AND CLOTHING ALLOWANCE

29.01 All full-time employees shall receive the following to be replaced as required and approved by the Employer:

- 1 hat
- 1 name tag
- 3 pairs of black dress pants (purchased by the Employee and reimbursed as per uniform policy)
- 3 shirts (color and style provided for through uniform policy)
- 3 black aprons (if position requires it)
- 1 cut glove (if position requires it)
- Employees are responsible for supplying their own black socks.

All part-time employees shall receive the following to be replaced as required and approved by the Employer:

- 1 hat
- 1 name tag
- 2 pairs of black dress pants (purchased by the Employee and reimbursed as per uniform policy)
- 2 shirts (color and style provided for through uniform policy)
- 2 black aprons (if position requires it)
- 1 cut glove (if position requires it)
- Employees are responsible for supplying their own black socks.

Footwear Allowance: Effective September 1, 2021, all post probationary full-time employees shall be reimbursed up to seventy dollars (\$70.00) annually, following the submission of an original receipt for the purchase of Employer approved anti-slip footwear. All post probationary part-time employees shall be reimbursed up to fifty-five dollars (\$55.00) with the same requirement noted above. Probationary employees are eligible for reimbursement with the production of their original receipt after they have successfully completed probation.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Agreement within thirty (30) days of signing. One copy of the Agreement shall be distributed to each member.

ARTICLE 32 - GENERAL

32.01 Plural or Feminine Terms May Apply

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

ARTICLE 33 - NO STRIKE - NO LOCK-OUT

33.01 There shall be no strike, or lock-out during the life of this Agreement. "Strike" and "Lockout" shall be interpreted consistent with the definitions in the *Ontario Labour Relations Act* and the decisions of the Ontario Labour Relations Board.

ARTICLE 34 - TERM OF AGREEMENT

34.01 This Agreement shall be binding and remain in effect from October 1, 2020 to September 30, 2024 and shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

34.02 Notice of Changes

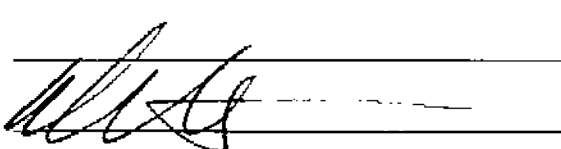
Either party desiring to propose changes to this Agreement shall within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to bargain.

34.03 Agreement to Continue in Force

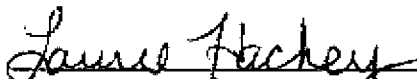
Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or a right to strike/lockout commences, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

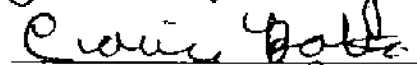
SIGNED THIS _____ DAY OF _____, 2022

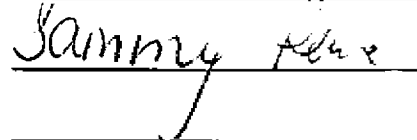
COMPASS GROUP CANADA LTD.
O/A CHARTWELLS AT TRENT
UNIVERSITY



CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3205







SCHEDULE "A"

Employer proposes the addition of the following new classifications:

Effective October 1, 2020, provide a \$0.18 general wage increase. Retro included.
Effective October 1, 2021, provide a \$0.25 general wage increase.
Effective October 1, 2022, provide a \$0.32 general wage increase.
Effective October 1, 2023, provide a \$0.32 general wage increase.

Classification	Current	1-Oct-20	1-Oct-21	1-Oct-22	1-Oct-23
		\$0.18	\$0.25	\$0.32	\$0.32
Chef de Partie				\$19.57	\$19.89
Cook/Baker	\$18.32	\$18.50	\$18.75	\$19.07	\$19.39
Rover			\$18.51	\$18.83	\$19.15
Grill Cook	\$17.88	\$18.06	\$18.31	\$18.63	\$18.95
Production	\$17.88	\$18.06	\$18.31	\$18.63	\$18.95
Porter	\$17.97	\$18.15	\$18.40	\$18.72	\$19.04
General Help	\$17.44	\$17.62	\$17.87	\$18.19	\$18.51

*** Rover note (effective for September 2021):**

- Will be expected to perform any of the Grill Cook, Production and General Help positions across all work units interchangeably through their shift. The Employer reserves the right to assess the required skill to perform all these positions.
- Will be paid a rate equal to that of the Grill Cook for plus an additional premium. The expectation is that this position could see its schedule start time/end time change by up to one hour (i.e. they could start 1 hour earlier or later and end their shift 1 hour earlier or later than originally scheduled) with 24 hours notice of such change, and have their scheduled days off change with 3 days' notice.
- Rover position would be used to backfill absences and any gaps in our business (i.e. unfilled postings).
- Rover position would be guaranteed 40 hours per week.
- We anticipate the need to post up to 12 Rover positions during the academic year.

*** Summer Rover Note**

- Pursuant to the LOU on the Summer Rover, the Employer would be willing to increase the wage rate by an additional \$0.20 per hour (over and above the Rover rate above) with the same capability of the Rover plus being able to change the start time/end time by up to 2 hours (i.e. they could start 2 hours earlier or later and end their shift 2 hours earlier or later than originally scheduled) and have their schedule days off changed, both with 24 hours' notice.

LETTER OF UNDERSTANDING # 1

Between

Compass Group Canada LTD. Operating as Chartwells
At Trent University

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3205

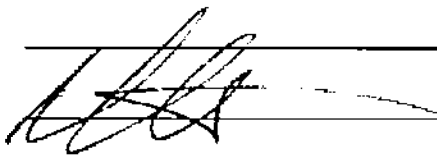
RE: SUMMER SEMESTER LAY-OFF

During the summer layoff period, it is the Company's intention that bargaining unit employees shall be assigned to catering events, but some small catering events during the summer may be staffed by management who are available to perform the required work without additional assistance, it being understood that these managers are part of the Employer's permanent full time complement at Trent University.

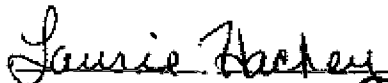
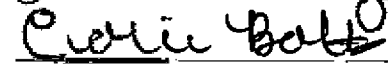
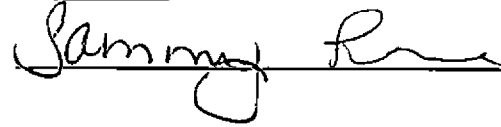
Small catering events are those which the Employer anticipates will require two (2) hours work or less.

SIGNED THIS _____ DAY OF _____, 2022

COMPASS GROUP CANADA LTD.
O/A CHARTWELLS AT TRENT
UNIVERSITY



CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3205

LETTER OF UNDERSTANDING # 2

Between

Compass Group Canada LTD. Operating as Chartwells
At Trent University

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3205

RE: COMPANY ISSUED UNIFORM

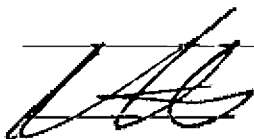
During the 2021/2022 academic year, the Employer shall contact their uniform supplier to see what other uniform options regarding shirts and pants they can supply. The Employer shall order those different shirts and pants in all sizes and distribute them to various employees in the bargaining unit. For example, if the supplier identifies two other uniform shirts and pants that meet our uniform standard(s), we will order those two uniform shirts and pants in all available sizes. After giving some employees a period of time to wear/work in said uniform shirts and pants, the Employer shall solicit their feedback and make a determination thereafter.

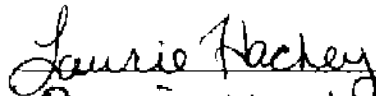

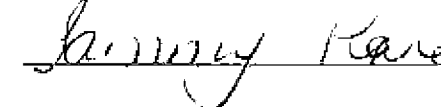
The parties may discuss the outcome of this process at the Labour Management meetings.

NOTE: due to the current pandemic there is a possibility that there may be delays on the supplier side in getting such uniforms to the Employer. This may result in a delay to the start of this uniform review.

COMPASS GROUP CANADA LTD.
O/A CHARTWELLS AT TRENT
UNIVERSITY

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3205

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LETTER OF UNDERSTANDING # 3

Between

Compass Group Canada LTD. Operating as Chartwells
At Trent University

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3205

**LETTER OF UNDERSTANDING – PILOT PROJECT SUMMER CATERING
SCHEDULING**

During the 2021 round of negotiations, the parties discussed the application and implementation of a new summer catering scheduling process as identified below. Given that this is a new process, the parties agreed to pilot the process and have a Committee established to monitor its progress during an appropriate summer.

The parties further agree that given the COVID-19 pandemic, it is very likely that there will be no catering during the 2021 summer. As such, the parties have identified the potential of utilizing the 2022 summer for this pilot project. Given the uncertainty of COVID-19 and its unknown impact on the future summer catering, the Committee established for this Pilot Project shall meet and discuss its application to the 2022 summer schedule. Should the COVID-19 pandemic adversely affect the summer catering for 2022, the Employer will notify the Union of such with the understanding that this pilot project shall be deferred to the 2023 summer. The parties mutually agree that they want to give this pilot project a fair opportunity to determine its future feasibility.

The following principles shall apply to the Committee:

- The Union and Employer can identify 3 persons each to sit on said Committee;
- Some of the persons on the Committee can be those that will be working during that summer schedule;
- The Committee shall meet prior to and during the appropriate summer schedule at mutually agreeable times;
- The Committee shall establish those criteria (i.e. statistics) they wish to follow and/or consider during the implementation of this pilot project. Ideally, these criteria should be identified and agreed upon in advance of the start of the summer schedule.
- During the applicable summer period that this pilot project shall be implemented, Article 18.08 and 18.16 will be frozen (meaning that it will not apply to that summer

only). The Committee will also review the application of these articles on the overall summer scheduling process as part of its mandate.

- The Committee shall also review the application of Article 18.23 and LOU #1 (Summer Semester Layoff) and make recommendations on its improvement as part of their mandate. However, these articles shall not be frozen.
- All time spent in such Committee meetings between the Employer and Union shall be considered paid time;
- The Committee shall be empowered to make suggestions to improve the Summer Scheduling Process and make changes, by mutual agreement, during its implementation;
- The Committee shall report back to the Negotiating Committee during the next round of bargaining with respect to their findings of the Summer Catering Scheduling Project;
- The parties agree to implement this pilot project for at least one full summer semester so as to determine its future viability.

Process

Prior to the start of the summer semester, the Employer shall post a number of Rover positions for the summer for catering only (non retail). The Rover position shall be required to perform all of the General Help, Production and Grill Cook responsibilities. The number of positions shall be based on the anticipated needs of the business over the summer semester.

All Rover positions shall have the potential of working every Thursday, Friday, Saturday and Sunday, including working a combination of day and evening scheduled shifts. There shall be no guarantee of hours but the principle of seniority shall apply in adding or decreasing hours. Article 19 shall apply with the exception of 19.04 (c) where a seven (7) calendar day schedule shall be posted for a one (1) week period.

Summer Call In

Should there be a need to call in additional employees, the Employer shall utilize an Availability Roster which employees, prior to the summer semester layoff, shall be able to indicate their desire to be called in to work during the summer, including the days they shall be available to work if called in.

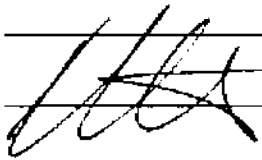
The Employer shall recall employees who have made themselves available according to the Availability Roster, and who are qualified, willing, and able to meet the normal requirements of the job, prior to recalling all other laid off Employees who have indicated that they wish not to be recalled. Such employees shall be paid based on the classification they are being called to work in (i.e. the Rover rate shall not apply).

If a Summer Call In Employee commits to a specific day and range of times, they must make themselves available to work said shift(s). A Summer Call In Employee has until Friday at noon of every week to change their availability for the following weeks schedule (commencing on the Saturday eight days thereafter). Should a Summer Call In Employee fail to make themselves available on two occasions, they shall be taken off the Availability Roster for the remainder of the summer semester. Should there be a need for more labour beyond the availability rooster, the Employer shall recall employees back to work.

Summer schedules shall be posted at LEC, on Wednesday to start on Saturday for a one-week period.

SIGNED THIS 31st DAY OF December, 2022

COMPASS GROUP CANADA LTD.
O/A CHARTWELLS AT TRENT
UNIVERSITY



CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3205

