

COLLECTIVE AGREEMENT

BETWEEN:

CROTHALL SERVICES CANADA INC.
A member of Compass Group Canada

Victoria General Hospital, Dickson, MacKenzie Site
of the Queen Elizabeth II Health Sciences Centre

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2761

(FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2025)

COLLECTIVE AGREEMENT

BETWEEN:

CROTHALL SERVICES CANADA INC.
A member of Compass Group Canada

Victoria General Hospital, Dickson, MacKenzie Site
of the Queen Elizabeth II Health Sciences Centre

(Hereinafter referred to as the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2761

(Hereinafter referred to as the "Union")

Witnessed that the Employer and the Union hereby mutually agree as follows:

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1 – OBJECTS OF THIS AGREEMENT | 3 |
| ARTICLE 2 – MANAGEMENT FUNCTION..... | 3 |
| ARTICLE 3 – RECOGNITION..... | 3 |
| ARTICLE 4 – NO DISCRIMINATION..... | 4 |
| ARTICLE 5 – UNION SECURITY..... | 4 |
| ARTICLE 6 – CHECK-OFF OF UNION DUES..... | 4 |
| ARTICLE 7 – CORRESPONDENCE..... | 5 |
| ARTICLE 8 – EMPLOYER WILL ACQUAINT NEW EMPLOYEES..... | 5 |
| ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE | 5 |
| ARTICLE 10 – UNION REPRESENTATION..... | 6 |
| ARTICLE 11 – GRIEVANCE PROCEDURE..... | 6 |
| ARTICLE 12 – DISCHARGE GRIEVANCE | 7 |
| ARTICLE 13 – ARBITRATION..... | 8 |
| ARTICLE 14 – SENIORITY..... | 8 |
| ARTICLE 15 – PROMOTIONS, LAY-OFFS, RECALL AND STAFF CHANGES | 10 |
| ARTICLE 16 – HOURS OF WORK AND OVERTIME..... | 11 |
| ARTICLE 17 – PAID HOLIDAYS | 13 |
| ARTICLE 18 – PAID VACATION..... | 14 |
| ARTICLE 19 – SICK LEAVE..... | 15 |
| ARTICLE 20 – EMPLOYEE BENEFITS..... | 16 |
| ARTICLE 21 – JURY DUTY..... | 18 |
| ARTICLE 22 – PERSONAL LEAVES OF ABSENCE..... | 18 |
| ARTICLE 23 – BEREAVEMENT LEAVE..... | 18 |
| ARTICLE 24 – UNION LEAVE..... | 19 |
| ARTICLE 25 – ADOPTION/ MATERNITY LEAVE..... | 19 |
| ARTICLE 26– BULLETIN BOARDS..... | 19 |
| ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES..... | 19 |
| ARTICLE 28 – JOB CLASSIFICATION..... | 20 |
| ARTICLE 29 – GENERAL CONDITIONS | 20 |
| ARTICLE 30 – NO STRIKES OR LOCKOUTS | 20 |
| ARTICLE 31 – UNIFORMS..... | 21 |
| ARTICLE 32 – BENEFIT AND BINDING..... | 21 |
| ARTICLE 33 – DURATION AND TERMINATION OF AGREEMENT..... | 21 |
| APPENDIX “A” | 23 |
| LETTER OF UNDERSTANDING #1 | 24 |
| LETTER OF UNDERSTANDING #2 | 24 |
| BENEFIT SUMMARY..... | 26 |

ARTICLE 1 – OBJECTS OF THIS AGREEMENT

- 1.01 The intent and purpose of this agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 – MANAGEMENT FUNCTION

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline, and efficiency;
 - b) Hire, classify, transfer, promote, demote, and lay-off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that they have been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 2.02 The Union further recognizes the right of the Employer to operate and manage its operations in all respects in accordance with its commitments and its contractual obligations and responsibilities.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2761, as the sole collective bargaining agent for all its full-time and regular part-time **and casual** employees at the Victoria General Hospital site of the Queen Elizabeth II Health Sciences Centre, Halifax, Nova Scotia, but excluding those persons excluded by Paragraph (a) and (b) Subsection (2) of Section 2 of the Trade Union Act.
- 3.02
- a) No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Agreement.
 - b) Persons, who are not members of the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency (fire, flood, health hazard) or when regular employees are not available (i.e. sick, vacation or absent with permission).
- 3.03
- 1) A regular full-time employee means one who is regularly scheduled to work in a permanent position, and who works the hours specified in Article 16.
 - 2) A part-time employee means one who is scheduled on a regular basis, but who works less than the hours scheduled for a full-time employee, and they shall be entitled to all benefits on a pro-rata basis. Part-time employees shall be given preference for any available shifts, having been vacant for a period of no less than three (3) weeks. Specifically, extended sick leave, maternity leave and leave of absence. Preference shall be on the basis of seniority. Part-time employees shall be paid for such available hours at their regular rate of pay.

- 3) A casual employee is one who is employed on a day-to-day basis. Casual employees will be given preference to vacancies when they become available. The employer will notify the union when they hire casual employees specifying the expected duration of such employee's employment. All casual employees will pay union dues as a requirement of employment with the employer.
- 4) Casual employees shall not displace regular full-time or regular part-time employees when applying for available hours (i.e. sick leave or vacation replacement or paid holidays as per Article 17.01(b) or Union Leave) providing such hours are paid at the prevailing casual rate of pay and it does not constitute overtime.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that no employees shall in any manner be discriminated against on account of membership or non-membership in the Union, in any labour organization or by reason of race, colour, creed, ancestry, sex, marital status, religious belief, political affiliation or activity, sexual orientation, place of residence, national origin, age or physical handicap in accordance with the Human Rights of Nova Scotia subject to the exceptions provided in the Act.
- 4.02 The parties agree that employees are entitled to attend work free from harassment. The Employer will create and maintain an Anti-Harassment policy and will communicate this policy to the associates and the union.

ARTICLE 5 – UNION SECURITY

- 5.01 All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union. The Union shall be the sole judge of its members.
- 5.02 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other forms of liability that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment that shall have been furnished to the Employer under any such provisions.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from each employee all dues, initiation fees or assessments levied by the Union or its members.
- 6.02 The Employer will be notified of any Union dues increase thirty (30) days prior to the date the increase will become effective.
- 6.03 Dues deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 30th day of that month accompanied by a list of names and classifications of employees from whose earnings the deductions have been made.
- 6.04 At the same time Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each employee in the previous year.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Manager and the Recording-Secretary or President of Local 2761, CUPE. The Employer will be informed of any changes that may occur from time to time.
- 7.02 Once a year the Employer shall supply the Union and National Servicing Representative with a list showing each employee's name, address and phone number(s).

ARTICLE 8 – EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 8.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 8.02 An executive officer or steward of the Local shall be afforded an opportunity to meet with each new employee within regular working hours and without loss of remuneration for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union. The Employer shall designate the time and place for each such interview, the duration of which shall not exceed twenty (20) minutes.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established of not more than three (3) representatives of the Union, and three (3) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interest of improved service to the public, and job security for the employees.
- 9.02 The Committee shall concern itself with the following general matters:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
 - 2) Improving and extending service to public.
 - 3) Promoting safety and sanitary practices.
 - 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - 5) Correcting conditions causing grievances and misunderstandings.
 - 6) Other matters of mutual concern.

The Parties agree to advance notification in writing of the matters they wish to discuss at any meeting, however, other matters of concern to the Committee may be discussed.

- 9.03 The Committee shall meet every two months. Such meeting may be called by either party. Other meetings may be held as mutually agreed upon. Employees shall not suffer any loss of pay for time spent with this Committee.

- 9.04 An Employer and a Union representative shall be designated as joint chairperson(s) and shall alternate in presiding over the meetings.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee and posted in the workplace not later than one calendar week after the date of the meeting.
- 9.06 The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 The Employer shall recognize one (1) steward from the day shift, and one (1) steward from the evening shift.
- 10.02 The Union shall notify the Employer in writing of the names of the stewards and union officers and of any changes that may occur therein from time to time. The Employer shall not be required to recognize a steward or union officer until his name has been certified to the Employer in writing by the Union.
- 10.03 Two stewards or two union officers, or a combination of both, will be afforded time off with pay, as may be required to attend meetings with Crothall Services Canada representatives at a site mutually agreed, in various steps of the grievance and arbitration procedure in which they are authorized to act under the Agreement pertaining to discharges or other matters relating to this labour agreement.
- 10.04 If an authorized Union representative who is not employed by the Employer wants to speak to a local Union representative at the Victoria General Hospital site of the QEII about a grievance or other official Union business relating to this Agreement, they shall notify the Employer who shall first obtain the permission from the Victoria General Hospital.
- 10.05 A Union bargaining committee shall be appointed and consist of not more than four (4) members of the Union. The Union shall advise the Employer of the Union nominees to the Committee.
- 10.06 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.
- 10.07 Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration or benefits.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 The purpose of this article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within five (5) calendar days after it arises and be processed in accordance with the following steps, time limits and conditions herein set forth.

Step 1 The employee and the steward shall take up their grievance with the Manager at a time to be fixed by the Manager. Such discussion shall be held within three (3) calendar days.

If the grievance is not settled, it shall within ten (10) calendar days thereafter be set forth in writing indicating the article of the collective agreement alleged to have been violated, signed by the employee, and given to the Manager who shall within ten (10) calendar days after receipt thereof give his written answer to the grievance.

Step 2 If the grievance is not settled in Step 1, the Union may appeal it by giving written notice of such appeal within ten (10) calendar days after receipt of the answer of the Manager to the Regional Manager who shall discuss it with the Union's representative. Such discussion shall be held within five (5) calendar days. The Regional Manager or their designated representative shall give their written reply to the grievance within five (5) calendar days after the close of the discussion.

Step 3 If the grievance is not settled in Step 2, it may be appealed by a written notice of such appeal given by the Union to the Employer within ten (10) calendar days after the receipt of the written answer of the Regional Manager or their designated representative to arbitration in accordance with the procedure and condition in the arbitration clause hereinafter set forth.

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

11.03 The Union and its representatives shall have the right to originate a grievance and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

11.04 Replies to grievances shall be in writing at all stages.

11.05 a) The Employer shall supply the necessary facilities for the grievance meetings.

b) No grievance shall be deemed resolved or denied by any formal or technical objection excluding time limits.

11.06 In cases of dismissal, if the Arbitrator finds that an employee has been unjustly suspended or discharged, the Arbitrator shall make an order restoring to the employee or the Union all rights and benefits provided by this Agreement including reimbursement of wages lost, or any other arrangement that the Arbitrator deems just and equitable.

ARTICLE 12 – DISCHARGE GRIEVANCE

12.01 1) When a supervisor intends to issue a disciplinary letter to an employee, the supervisor shall notify the employee in advance in order that the employee may contact a steward to be present. A copy of all disciplinary letters shall be forwarded to the Union.

2) Letters of discipline shall be removed from an employee's file twelve (12) months from the date of the event-giving rise to the entry into the file, provided there are no other instances of discipline during the twelve (12) month period. Letters of discipline pertaining to violation of QEII policy will remain on the employee's permanent record.

3) **Any employee, who so desires it, will have the right to review their personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such request shall be made at least 48 hours in advance. Such review is to take place at such time and place within the unit as may be designated by Management.**

12.02 An employee who considers that they have been wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11 – Grievance Procedure. Step 1 of Grievance Procedure shall be omitted in such cases.

ARTICLE 13 – ARBITRATION

13.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery, addressed to the other party of the Agreement, indicating the name, address and phone number of the single arbitrator. Within ten (10) working days thereafter, the other party shall answer by registered mail or personal delivery, addressed to the other party of the Agreement.

13.02 Should the parties be unable to agree to an Arbitrator the appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon request of either party.

13.03 The Arbitrator shall determine their own procedure within the terms of this Agreement and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and render a decision within two (2) calendar weeks from the time the Arbitrator is appointed, or within such longer time as may be mutually agreed upon.

13.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

13.05 Each party shall pay:

- 1) one-half of the fees and expenses of the Arbitrator
- 2) cost of Parties' witnesses

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which it shall do within one (1) calendar week.

13.06 The time limits fixed in both grievance and arbitration procedure may be extended by consent of the Parties. The time limits in this agreement are mandatory.

13.07 At any stage of the grievance/arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses they feel are required.

ARTICLE 14 – SENIORITY

14.01 "Seniority" is defined as the length of continuous service with the Employer. Seniority shall be used in determining promotions, transfers, demotions, layoffs, recall and reduction of the workforce as per present collective agreement. Seniority shall operate on a bargaining unit wide basis.

14.02 The Employer shall produce, within thirty (30) days following the signature of the present Collective Agreement, the complete list of all its full-time, part-time and casual employees. These lists shall enumerate the name of the employees as well as the date of their hiring into a permanent position. During the first thirty (30) days of posting of these lists, an employee who considers having been prejudiced may file a complaint in writing and have the list corrected as far as their date of seniority is concerned. At the end of this period of thirty (30) days, the list will be presumed exact. A revised and up-to-date list shall be posted every January. A copy of this list is to be mailed to the Union office. When a casual employee is successful in acquiring part-time or full-time status, their original hire date with the company will be used to determine their seniority as per Article 14.01.

14.03 a) New employees shall be considered as probationary, without seniority, during the first sixty (60) days of work and thereafter shall assume full seniority dating from the time they were employed. Dismissal of probationary employees shall be at the sole discretion of the Employer.

The parties may also mutually agree to extend the probationary period.

b) All premium deductions for Health and Dental, Life Insurance and Pension Plan shall begin on the first payday following completion of probation.

14.04 An employee shall lose all seniority rights and their employment shall cease if they:

a) voluntarily leaves the Employer;

b) is justifiably discharged subject to grievance procedure;

c) is laid off by the Employer for a period exceeding twelve (12) consecutive months;

d) fails to report for work within two (2) calendar days after being notified by the Employer by registered mail following a lay-off, fails to inform the Employer within three (3) working days of recall that they will report for work or if employed elsewhere fails to return within five (5) days of their notification to the Employer that they intends to return;

e) is absent without leave without reasonable cause;

f) fails to return to work upon termination of an authorized leave of absence without reasonable cause or utilizes a leave of absence for purposes other than for which the leave was granted or resigns their position in writing and does not withdraw their resignation within two (2) calendar days.

g) Is absent from work for five (5) days or more without having obtained an authorized leave of absence, unless a satisfactory reason is given by the employee to the employer.

14.05 It shall be the duty of the employee to notify the Employer promptly of any change in the address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent to reach such employees.

14.06 Any employee promoted outside the bargaining unit or on temporary assignments outside the bargaining unit shall retain their seniority. Such period shall not exceed one (1) year.

- 14.07 Any member of this bargaining unit who is temporarily assigned to supervisory positions (outside the bargaining unit) will continue to maintain their status under the terms of this agreement as a union member entitled to all rights and benefits for such duration.

ARTICLE 15 – PROMOTIONS, LAY-OFFS, RECALL AND STAFF CHANGES

- 15.01 When a vacancy as determined by the Employer occurs for a position within the Bargaining Unit, the Employer will post notice of the vacancy for a period of **ten (10)** calendar days and consider such applicants from within the Bargaining Unit before considering applicants from outside the Bargaining Unit. Such notice shall be posted within ten (10) days of a vacancy occurring.
- 15.02
- (a) For the purpose of the Article, vacancy does not include temporary positions available for a time in excess of three (3) months.
 - (b) **It is agreed that a successful candidate to a temporary vacancy will not be entitled to bid on any other vacant position for a period of three (3) months from the posting of notice, unless it is for a permanent position.**
- 15.03
- a) In cases of promotion, filling vacancy (other than promotions to positions outside the bargaining unit), and layoff where an employee has the required qualifications to immediately perform the job, seniority will govern.
 - b) In the event the successful applicant proves unsatisfactory in the position within thirty (30) working days they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 15.04 Such notice shall contain the following information: **classification, qualifications required, wage or salary rate and effective date.**
- 15.05 Within three (3) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recall, and termination of employment.
- 15.06 No new employees shall be hired until those laid off have been given the opportunity of recall. Employees off for two years or more will not be considered for recall.
- 15.07 In the event of a lay-off, employees with the least seniority shall be laid off first so long as the remaining employees are able to do the remaining work. No new full or part-time employees will be hired into a permanent position until those employees in Local 2761 who are on layoff are given the opportunity of recall.
- 15.08
- a) In the event of layoff or reduction in workforce, employees with the least seniority will be laid off or reduced first.
 - b) Laid off employees who refuse three (3) recalls within twelve (12) consecutive months without a legitimate excuse shall lose their seniority.
- 15.09 In the event of recall, employees with the greater seniority shall be recalled first.

15.10 In the event of a lay-off of a permanent or long-term nature, or the elimination of a position within the bargaining union, the Employer shall:

- a) provide the Union with no less than sixty (60) days written notice of the proposed lay-off or elimination of position;
- b) provide to the affected employee(s), if any, no less than sixty (60) days written notice of lay-off, or pay in lieu thereof; and,
- c) pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours or work per day or per week, or of days of work per week.

16.02 The normal work schedule shall be defined as:

- a) The Day Shift shall work from 7:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch break plus a thirty (30) minute paid break in the second half of the shift in lieu of two fifteen minute rest breaks.
- b) The Evening Shift shall work from 3:30 p.m. to 12:00 a.m. with a thirty (30) minute unpaid meal break plus a thirty (30) minute paid break in the second half of the shift in lieu of two fifteen (15) minute rest breaks.
- c) The Part-time Evening Shift shall work from 4:15 p.m. to 9:30 p.m. with a meal period of thirty (30) minutes duration of which fifteen (15) minutes is paid and fifteen (15) minutes unpaid.
- d) The Back Shift shall work from 11:00 p.m. to 7:30 a.m. with a forty-five (45) minute meal break, thirty (30) minutes of this break is unpaid and the additional fifteen (15) minutes is paid in lieu of a break in the first part of the shift.

Notwithstanding the above schedule, it is understood that the Hospital Administration may dictate different hours of work, and that being the case, it is agreed that the hours of work shall be changed accordingly.

16.03 All full-time employees on the evening shifts covered by this Agreement shall be permitted a fifteen (15) minute paid break period in the second half of the shift.

- 16.04
- a) Employees will be paid overtime at the rate of time and one-half (1 ½) the employee's regular wage rate for all hours worked in excess of eight (8) hours in a day or forty (40) in a week.
 - b) Overtime work on a holiday (as defined in Article 17) when an employee was not scheduled to work shall be paid for at the rate of time and one-half (1 ½), plus another day off at their regular rate of pay at a time designated by the employee.
 - c) The Employer shall have the right to schedule overtime hours when in its discretion same is required. In the case of any individual employee the Employer will consider any

reasonable request to be excused from overtime work on any particular occasion for valid reasons provided it is not the junior employee required to work.

- d) The Employer shall make every effort to distribute overtime equitably among the employees who normally perform the work to be done. In applying this principle it is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime. It is also understood that the Employer shall not be required to distribute overtime with any mathematical accuracy over any given period.
- e) Permanent full-time employees who are required to work on their scheduled day off will be paid at a rate of time and one half (1 ½) their regular hourly rate for all time so worked.

16.05 In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

16.06 Every attempt will be made to schedule in such a way that there will be sixteen (16) hours rest between shifts.

16.07 The work schedule for all full-time employees shall be posted at least two (2) calendar weeks in advance. The work schedule for all part-time and casual employees shall be posted in an appropriate place at least one (1) calendar week in advance.

16.08 An employee required to return to duty (call back) shall receive pay at a rate of time and one-half (1 ½) at the employee's prevailing rate whether or not the employee continues to be employed for a four (4) hour period. If such call back extends beyond the four (4) hour period, all time worked shall be paid at the rate of double time (x2). In addition, employees who are called back shall receive a transportation allowance of eight dollars (\$8.00), or up to twenty dollars (\$20.00) with a receipt.

16.09 When an employee reports for work on a regular scheduled working day and upon their arrival at the hospital finds no work is available for them, unless they have been notified at least two (2) hours prior to the start of the shift not to report, they shall be paid for four (4) hours at their regular hourly rate. If they are offered other work for which they are physically fit for, four (4) hours or more at their regular hourly rate and if they refuse such work, they shall not be eligible to receive the four (4) hours' reporting pay above provided for.

The provisions of this Section shall not apply if the failure of the Employer to provide work is due to fire, flood, power or equipment failure, labour dispute or other interference with Employer operations beyond the reasonable control of the Employer.

16.10

- a) A shift differential of sixty-four cents (\$0.64) per hour will be paid for all shifts in which any hours worked are between 6:00 p.m. and 6 00 a.m. **Effective the first full pay period following ratification, a shift differential of one-dollar and ten cents (\$1.10) per hour will be paid for all hours worked between 6:00 p.m. and 6 00 a.m. Effective July 1, 2024, the shift differential shall increase to one-dollar and twenty-five cents (\$1.25) per hour.**
- b) A shift differential of sixty-four cents (\$0.64) per hour will be paid for all shifts on either Saturday or Sunday in which any hours worked are between 6:00 a.m. and 6:00 p.m.

Effective the first full pay period following ratification, a shift differential of one-dollar and ten cents (\$1.10) per hour will be paid for all hours worked between 6:00 a.m. and 6 00 p.m. on either Saturday or Sunday. Effective July 1, 2024, the shift differential shall increase to one-dollar and twenty-five cents (\$1.25) per hour.

- c) There shall be no combining of these premiums

16.11 Back Shift employees, who carry the main page, shall be paid at the Lead Hand rate.

ARTICLE 17 – PAID HOLIDAYS

17.01 a) The following holidays shall be observed as paid holidays:

| | |
|--|---------------------------|
| New Year's Day | Halifax Natal Day |
| Good Friday | Labour Day |
| Easter Sunday | Thanksgiving Day |
| Canada Day | Christmas Day |
| Remembrance Day | Victoria Day |
| Boxing Day | Two (2) Floating Holidays |
| National Day for Truth and Reconciliation | |

- b) The Employer will post a list four (4) weeks before a Holiday is to be observed. The list shall request the employee to state whether or not they wish to work on the Holiday. If more Employees than required wish to work on the Holiday, those with the least seniority on their shift will be reduced first. Likewise, if the Employer does not receive enough volunteers to cover the requirements on the Holiday, the employer will first schedule casuals to work the Holidays, prior to scheduling the least senior employees on their shift. This clause does not include Christmas Day, Boxing Day and New Year's Day, which will rotate each year.

- c) 1) The Employer will continue its current policy concerning Mother's Day and Father's Day.

2) Employees working on Christmas Eve and/or New Year's Eve will be allowed to finish work at 2:00 p.m. or 9:45 p.m. without loss of pay.

17.02 Employees, who have acquired seniority, who are off work due to the observance of one of the above-named holidays, will receive regular hours' pay for each holiday not worked, subject to the following conditions:

- a) To be eligible for holiday pay, an employee must work the full scheduled work day immediately preceding such holiday and the full scheduled work day immediately following such holiday unless absent with permission of the Employer.

17.03 An employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any of the said paid holidays, shall be entitled to receive pay at time and one half (1 ½) for the work performed on such holiday plus holiday pay, or at the employee's request and with the mutual agreement of the Supervisor, a day off with pay to be taken within forty-five (45) days of the holiday, alternative arrangements may be made with the mutual consent of the employee and Employer.

- 17.04 a) An employee who is absent from work on a paid holiday and who would normally be entitled to paid sick leave will receive holiday pay for any such day and no deduction will be made from the employee's sick leave credits.
- b) If any of the aforementioned holidays fall on an employee's day off, such employee will receive an alternative day off with pay at a time mutually agreed to between the parties.
- 17.05 For the purpose of clarity, work on a paid holiday shall be deemed to be worked when a shift is commenced after 12:01 a.m. on the morning of the holiday and before 12:00 a.m. on the evening of the holiday.
- 17.06 Should the Employer be required to observe an additional paid holiday as a result of legislation it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for thirteen paid holidays remains unchanged.
- 17.07 The Floating Holidays in article 17.01 will be granted twice per calendar year at a time mutually agreed between the Employer and the employee. Failure to schedule a day will result in the Employer scheduling the day.

ARTICLE 18 – PAID VACATION

- 18.01 Employees who have more than six (6) months' service and less than one (1) year of service and entitled to one (1) weeks' vacation and to a remuneration equal to four per cent (4%) of their income earned during the preceding year.

Employees who have between one (1) and four (4) years' service as of their anniversary date are entitled to two (2) weeks' vacation and to a remuneration equal to four per cent (4%) of their income earned during the preceding year.

Employees who have between four (4) and eight (8) years' service as of their anniversary date are entitled to three (3) weeks' vacation and to remuneration equal to six per cent (6%) of their income earned during the preceding year.

Employees who have between eight (8) and fifteen (15) years' service as of their anniversary date are entitled to four (4) weeks' vacation and to a remuneration equal to eight percent (8%) of their income earned during the preceding year."

Employees who have greater than fifteen (15) years' service as of their anniversary date are entitled to five (5) weeks' vacation to a remuneration equal to ten (10%) percent of their income earned during the preceding year.

Employees reaching twenty-five (25) years' service will receive a one-time bonus week of one week's vacation in the year they reach twenty-five (25) years' service.

The vacation year shall be from May 1st to April 30th.

18.02 Vacation Scheduling

- (a) The choice of vacation period shall be according to the seniority within the bargaining unit, provided it does not conflict with management's obligation to maintain an efficient working force.**

- (b) A vacation list shall be prepared on April 1 of each year and posted for a dispute period of fifteen (15) working days. After the dispute period has elapsed, no employee shall be permitted to exercise their seniority to displace a period already established by a junior employee.**
- (c) All vacation requests, excluding those in (b) above, shall be reviewed on a first come, first serve basis.**
- (d) All employees must take their vacation by the conclusion of the vacation year. Where an employee has not selected a vacation date prior to the end of the dispute period, the Employer shall allocate a vacation period to them**
- (e) Vacations shall be taken at any time in the calendar year.**
- (f) Casual employees shall receive vacation pay with their biweekly pay**

18.03 An employee who terminates their services voluntarily or otherwise shall be entitled to a proportionate payment of wages in lieu of such vacation credits owing.

18.04 No employee shall be required to work during their scheduled vacation period.

18.05 No employee shall be required to take vacation days for which they have not accumulated sufficient vacation pay.

18.06 Up to four (4) employees at a time, will be permitted to be on vacation at the same time.

ARTICLE 19 – SICK LEAVE

19.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when they are legitimately ill and will be granted on the following basis:

- (a) Full-time employees will be entitled to up to forty (40) hours per fiscal year and part-time employees will be entitled to up to twenty-four (24) hours per fiscal year to compensate an employee who misses time from work due to either personal illness or attending to family responsibilities.**
- (b) Family responsibilities shall include dependent illness, dependent medical appointments and dependent care or other emergency situations that cannot be attended to by any other person**

19.02 An employee shall be eligible for sick pay if they are absent from work with full pay by virtue of being sick or disabled, or exposed to a contagious disease, or under treatment of a specialist (physician, chiropractor, or orthodontist), or because of an accident for which compensation is not payable under the Workers' Compensation Act.

To qualify for sick leave an employee must:

- a) have sufficient sick leave credits; exclusive of paid holidays; and**
- b) notify the Employer within one (1) hour before the start of their shift of their intention to claim sick leave; and**

- c) notify the Employer at least one (1) hour before the end of the previous day's shift; and
 - d) provide an acceptable certificate of proof of illness for an illness in excess of three (3) consecutive working days or as required by the Employer's Attendance Management Program; showing nature and duration of illness or injury and certifying the period of time during which the employee was incapacitated for attendance from work.
 - e) Employees will be compensated for the cost of obtaining a medical certificate when one is requested by the Employer, unless such request is made as a result of the Employer's Attendance Management Program.
- 19.03 An employee who incurs an injury during their working hours and is required to leave for treatment at a hospital as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay.
- 19.04 In the case of fraudulently applying for and obtaining sick leave, the employee will be subject to discipline by the Employer and any salary received during the period in question shall be refunded to the Employer by the employee.
- 19.05 Both Parties agree that there will be no payout of sick leave credits upon termination of employment or under any circumstances.
- 19.06 All paid sick leave days shall be deducted from the employee's accumulated sick leave credits.
- 19.07 When an employee is absent from work by reason of incapacity due to an accident while on duty and an award is made by the Workers' Compensation Board of Nova Scotia, the period of time such employee is so absent from work and receiving WCB compensation shall not be classified as sick leave, and shall not affect their accumulated credits. When an employee is entitled to Workers' Compensation benefits they shall be paid an amount equal to the employee's WCB benefit through the Employer's payroll. The Employer will make recovery for such monies from the Workers' Compensation Board.
- 19.08 Employees going off on doctors' appointments will have time used deducted from their accumulated sick leave bank, to a maximum of 24 hours.
- 19.09 Employer will provide employees with notification of their sick leave banks every six (6) months.
- 19.10 Employees shall be entitled to up to **twenty-four (24) hours** leave of absence without loss of regular pay per calendar year to be used in the case of an illness of a member of an employee's immediate family who permanently resides with the Employee and where no one at home other than the employee can provide for the needs of the ill person, or in the case of an emergency which requires the employee's personal attention resulting from a situation which cannot be reasonably served by others or attended to by the Employee at a time when the Employee is off duty. The Employee shall be granted, after notifying their immediate supervisor, such leave for the purpose of making arrangements necessary to permit the Employee's return to work. This paid time off will be charged to the Employee's sick leave bank **under article 19.01 above**. The Employee must have sufficient sick leave hour credits to fund the time off.

ARTICLE 20 – EMPLOYEE BENEFITS

- 20.01 The Employer will cover all employees who have completed three (3) months of service with the Employer with a life insurance policy of twenty thousand (\$20,000) and contribute fifty percent (50%) of the premium of the first ten thousand (\$10,000) towards coverage of eligible employees. The balance of the monthly premium (i.e. 50% of the first \$10,000 and the entire premium of the second \$10,000) is to be paid by the employee through payroll deduction.
- 20.02 Employer agrees to provide employees with a 100% employer paid Medical and Dental Plan. All employees shall be eligible for family coverage but if an employee chooses they may receive single coverage only. This plan entails a \$10 co-pay fee for prescription drugs as well as 70% dental coverage minimum. Included in dental coverage, the Employer will provide, once within the Employee's employment, up to five hundred dollars (\$500.00) towards the cost of one set of dentures. Plan will include Vision Care to a maximum of \$250.00 every twenty-four (24) months and Eye Exams to a maximum of \$80.00 every twenty-four (24) months as per Plan policy. * *Benefits listed in back of collective agreement.*
- 20.03 **On the first pay in January**, the Employment Insurance Rebate will be distributed to all qualified employees.
- 20.04 The Employer will set up a pension plan with contributions of 3% employer paid, with a 3% employee match. The pension is calculated on earnings worked plus vacation. It does not include shift premium, stat, float, bereavement, jury duty or sick hours.

Effective July 1, 2020, the Employer will pay four (4%) percent to the CWIPP with an Employee four (4%) percent match. The pension is calculated on hours worked up to 40 hours per week plus vacation.

- 20.05 An employee who is retiring due to age shall be granted a Retirement Allowance, the equivalent of:
- i. One-half (1/2) months' pay, if they have been employed for three (3) years but less than ten (10) years;
 - ii. One (1) months pay, if they have been employed for ten (10) years but less than fifteen (15) years;
 - iii. Two (2) months pay, if they have been employed for fifteen (15) years but less than twenty (20) years;
 - iv. Three (3) months pay, if they have been employed for twenty (20) years or more;
 - v. Four (4) months pay, if they have been employed for twenty-five (25) years but less than thirty (30) years;
 - vi. Five (5) months pay, if they have been employed for thirty (30) or more years.

The salary which shall be used to calculate the amount of the retirement allowance in accordance with the Article shall be the salary which the Employee was receiving on the date of the termination of their employment.

- 20.06 The retirement allowances will be paid out bi-weekly over the term of the Benefit.
- 20.07 If an employee is absent from work due to injury or sickness, they will be notified prior to the termination of benefit coverage, and given the opportunity to pay the employee portion of the required premiums to avoid discontinuation, to a maximum of twelve (12) months from their last day of work.

If an employee is absent from work an approved leave of absence they will be notified prior to the termination of benefit coverage, and given the opportunity to pay 100% of the premiums to avoid discontinuation, to a maximum of twelve (12) months from their last day of work.

- 20.08 Employees having completed five (5) years of continuous service shall be paid the equivalent of fifteen dollars (\$15.00) per month over and above the maximum classification rate for months in receipt of Compass payroll payments or WCB with 50% of the month counting as a month.

Service allowances will be paid annually in the form of a **one-time lump sum payment, less applicable deductions required by law** within the first two weeks of December.

ARTICLE 21 – JURY DUTY

- 21.01 An employee who is called for jury duty or who is subpoenaed or summoned to appear in court as a crown witness, will receive for each day of necessary absence on that account, to a maximum of thirty (30) days, the difference between their regular earning for that day and the amount of the fee received from the court provided that the employee furnishes the Employer with a certificate of service and satisfactory evidence as to the amount of fee received.

ARTICLE 22 – PERSONAL LEAVES OF ABSENCE

- 22.01 Leave of absence without pay and without loss of seniority for legitimate reasons, up to six (6) months, may be granted at the discretion of the Employer on written request at least two (2) weeks in advance. Use of a leave of absence for the purpose other than given in requesting the leave will render the employee subject to discipline. The Employer reserves the right to limit the number of employees on leave of absence at any one time.
- 22.02 **An employee may be granted additional leaves of absence, including Leave for Victims of Domestic Violence, Compassionate-Care Leave, Critically Ill Child and Adult Care Leave, as needed and in accordance with the provisions of the Labour Standards Code.**

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 Should a death occur in an employee's immediate family (spouse, parent, children, step-children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, common-law spouse, same-sex partner, step-parents, foster-parents, niece and nephew, brother-in-law and sister-in-law) such employee shall be granted bereavement leave with pay and benefits for a period not to exceed five (5) working days.
- 23.02 Should a death occur to an employee's aunt or uncle, such employee shall be granted one day paid bereavement leave.
- 23.03 An employee shall be granted two additional days of bereavement leave with pay if a person outlined in Article 23.01 or Article 23.02 is buried outside the Province, and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.

23.04 One (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

ARTICLE 24 – UNION LEAVE

24.01 Upon request to the Employer, no more than four (4) employees elected to represent the Union at Conventions shall be allowed leave of absence. Upon request of the Employer, not more than four (4) employees elected or appointed to represent the Union at recognized labour educational courses shall be allowed leave of absence. Leave of absence without pay will be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated chartered bodies, and any labour organizations with which the Union is affiliated. The employer will continue to pay such employees, and the Local will reimburse the Employer when advised of the amount owing.

- 24.02
- 1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate in a federal, provincial or municipal election.
 - 2) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
 - 4) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for one (1) year. Such leave shall be renewed each year, on request, during their term of office.

24.03 When an employee is on leave as outlined in Article 24.01, the Employer shall continue to pay the employee's Medical and Dental Plan and the Employer's share of the cost shared Life Insurance Premium.

ARTICLE 25 – ADOPTION/ MATERNITY LEAVE

25.01 All employees shall be entitled to Adoption and/or Maternity Leave in accordance with current Provincial and Federal legislation.

ARTICLE 26– BULLETIN BOARDS

26.01 The Employer shall provide the Union with a bulletin board, which may be used by the Union for posting notices of union meetings, union appointments, the result of union elections, and other matters of interest to union members. Such notices shall be signed by an officer of the Local Union.

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

27.01 The Employer shall pay employees every second (2nd) Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemised statement of their wages, overtime and other supplementary pay and deductions. Employees on evening shift shall receive their pay cheques at least four (4) hours before the start of their shift. The Employer will reimburse by cheque(s), those employee(s) where payroll is not received per this Article, by no later than 4:00 p.m. the Friday following pay day.

- 27.02 Any employee covered by this Agreement who is temporarily assigned to another classification listed in Appendix "A" annexed hereto for which the rate of pay is higher for such employee's regular position shall receive the higher rate of pay while so employed.
- 27.03 Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 27.04 Any shortages caused by Employer error in employee's pay cheques shall be adjusted and paid within forty-eight (48) hours.

ARTICLE 28 – JOB CLASSIFICATION

- 28.01 When new categories for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to discussions between the parties. In the event of failure to reach agreement on such rates, the Employer shall establish the rates.

ARTICLE 29 – GENERAL CONDITIONS

- 29.01 Employees may be entitled to arrange to change shifts, as agreed with their supervisor, in order to keep appointments with medical specialists; however, employees will attempt to schedule such appointments on their day off.
- 29.02 All provisions of this Agreement are subject to applicable laws, now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties under this Agreement shall remain in existence.
- 29.03 When an Employee is required to provide training to other bargaining unit Employees, they shall be paid the Lead Hand rate for all hours spent providing training. Employees providing training to new employees shall only provide training on one run per shift.
- 29.04 Employees requesting time off for vacation, lieu days or leaves of absence shall be notified of approval within three (3) days of requesting such time off providing such request is made within two (2) weeks.
- 29.05 The Employer agrees to the rotation of Lead Hands and that Lead Hands will wear identification tags.

ARTICLE 30 – NO STRIKES OR LOCKOUTS

- 30.01 a) In view of the orderly procedure established by this Agreement for settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, slowdown or stoppage of work whether complete or partial, and the Employer agrees that there will be no lockout.
- b) The definition of the terms "lockout" and "strike" as used in subsection (1) above, shall be in accordance with the Trade Union Act, Chapter 19 as amendments thereto.

ARTICLE 31 – UNIFORMS

- 31.01 a) Should the Employer change uniforms, each employee will be supplied with three (3) new two piece uniforms in the first year of the change. In all subsequent years, each employee will be supplied with two (2) new two-piece uniforms by June 15th of each year. Uniforms will be provided with female/male sizes. Old and worn out uniforms shall be returned to the Employer before a replacement uniform is issued. The laundering and alterations of such uniforms will be each employee's responsibility.
- b) All employees working garbage detail will be supplied with puncture resistant gloves. Such gloves shall be turned in to the supervisor at the end of each shift.
- c) All employees working on trash collection, project work or on floor care will be provided CSA approved footwear, once per year.
- d) The Employer will provide a rain coat and a winter coat for the use of employees. These items will remain at the workplace.
- 31.02 The Employer will provide an additional pair of pants provided the employee is a full-time project employee.

ARTICLE 32 – BENEFIT AND BINDING

- 32.01 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

ARTICLE 33 – DURATION AND TERMINATION OF AGREEMENT

- 33.01 This Agreement shall be deemed to have come into effect on the **July 1, 2021 to June 30, 2025** and thereafter from year to year unless and until either the Employer and the Union shall give notice to the other, as hereinafter provided, that it desires that this Agreement shall be revised, modified, amended or that the terms and conditions of a new Agreement be negotiated to replace this Agreement, or if the services of the Employer are no longer required at the Victoria General Hospital site of the QEII. Such notice, to be effective, must be in writing and served in the following manner:
1. If given by the Employer, it must be served by personal service or registered mail upon the President or Secretary of the Union.
 2. If given by the Union, it must be served either by personal service or registered mail upon the Regional Manager.
 3. It must be served upon the President or Secretary of the Union, or upon the Regional Manager, whichever is applicable at least sixty (60) days prior to the expiry date in the year in which the Collective Agreement is to be renegotiated.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

DATED at Halifax, Nova Scotia, this 4th day of NOV., 2022.

SIGNED, SEALED AND DELIVERED in the presence of:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2761**

**CROTHALL SERVICES CANADA (COMPASS GROUP
CANADA)**

Mary Libert

Kathy Rose

A Fraser

Maureen Grouse

Jim McNeil

APPENDIX "A"

| | 30-Jun-21 | 1-Jul-21 | 1-Jul-22 | 30-Jun-23 | 1-Jul-23 | 1-Jul-24 | 30-Jun-25 |
|-----------------------|------------------|------------------|------------------|------------------|-----------------|-----------------|------------------|
| | Expired | 1.50% | 1.50% | \$1.50* | 3.00% | 2.50% | 1.00% |
| Housekeeping | | | | | | | |
| New Hire | \$12.95 | \$ 14.50 | \$ 14.72 | \$ 16.22 | \$ 16.70 | \$ 17.12 | \$ 17.29 |
| After 6 Months | \$13.45 | \$ 15.00 | \$ 15.23 | \$ 16.73 | \$ 17.23 | \$ 17.66 | \$ 17.83 |
| After 1 Year | \$16.33 | \$ 16.57 | \$ 16.81 | \$ 18.31 | \$ 18.85 | \$ 19.32 | \$ 19.51 |
| | | | | | | | |
| Lead Hand | \$17.77 | \$18.04 | \$ 18.31 | \$ 19.81 | \$ 20.40 | \$ 20.91 | \$ 21.12 |
| | | | | | | | |
| Casual | | 28-Feb-22 | 30-Jun-22 | | 1-Jul-23 | 1-Jul-24 | 30-Jun-25 |
| | | \$ 14.50 | \$ 14.72 | | \$ 15.50 | \$ 16.00 | \$ 16.16 |

NOTE: **The parties agree that the special market adjustment to wages that form part of the settlement reached between the parties pertaining to the renewal of the Collective Agreement are entered into due to the current and unique circumstances of the employment market*

Letter of Understanding #1

between

Crothall Canada Services Inc.

and

**Canadian Union of Public Employees
Local 2761**

Leave for Storms

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled. If an arrival to work is not possible due to hazardous conditions, the employees may have the time missed deemed to be a leave without pay or given the opportunity to make the time up at a future date mutually agreed upon by the Employer and Employee.

If due to hazardous conditions, the Employee arrives at work up to one (1) hour late they may make up the time at the end of their shift.

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2761**

**CROTHALL SERVICES CANADA (COMPASS GROUP
CANADA)**

Mary Libert

Kathy Rose

A. T. Parson

M. Catherine Greenough

Jim M. P.

Letter of Understanding #2

between

Crothall Canada Services Inc.

and

**Canadian Union of Public Employees
Local 2761**

Casual Employees

The parties agree that the following Articles shall not apply to casual employees.

Article 16 – Hours of Work

- Article 16.02
- Article 16.07
- Article 16.08
- Article 16.09

Article 17 – Holidays

- Article 17.01
- Article 17.02
- Article 17.03
- Article 17.04
- Article 17.07

Article 18 – Vacation

Article 19 – Sick Leave

Article 20 – Employee Benefits

Article 21 – Jury Duty

Article 23 – Bereavement Leave

Article 24 – Union Leave

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2761**

**CROTHALL SERVICES CANADA (COMPASS GROUP
CANADA)**

Mary Tibert

Kathy Rose

A Fraser

*Maurice Gueygh
Jim McNeil*

COMPASS GROUP CANADA

Benefit Summary

Division: Division 444 – Unit 001 – Queen Elizabeth II Health Sciences Centre

Unit Number 79105

Benefit Code QEII

Union Code 859

Eligibility

Hours Full & Part time

Months 3

Drug Cards Yes

Travel Cards Yes, 60 days, 65 years

Comments Life Cost share
EHC& Dental 100% company paid,

Mandatory Generic and Mandatory PostScripts

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

| | |
|--------------------------------|--|
| • Benefit Amount | • \$20,000 |
| • Reduction/Termination | • Coverage terminates at age 70 or earlier retirement |

1. DRUG BENEFIT Yes No

****Drug Card****

| | | |
|---|---------------|-------------------------------------|
| | Unit → | 001 |
| a) Plan Type | | Prescription Drugs |
| b) Deductible | | \$10.00 deductible per prescription |
| c) Annual Deductible | | Nil |
| d) Per Individual Maximums | | Unlimited |
| e) Benefit Maximum Age | | 70 or earlier retirement |
| f) Dependent Age | | 22 |
| g) Student Age | | 25 |
| Inclusions : | | |
| • diabetic supplies, insulin preparations, injectable preparations and allergy serums | | |
| • \$500 for anti smoking agents per individual per lifetime; \$2500 for fertility drugs and treatment per individual per lifetime | | |

2. MAJOR MEDICAL BENEFIT Yes No

| | Unit → | 001 |
|---|---|---|
| a) Annual Deductible Applicable | | Nil |
| b) Co-payment | | 80% |
| c) Schedule of Benefits | | |
| Psychologist | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Chiropractor | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Podiatrist or Chiropodist | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Speech Therapist | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Physiotherapy | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Osteopaths | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Massage Therapy | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/cal yr ** |
| Private Duty Nursing | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$10,000/cal yr |
| Medical Equipment | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Covered |
| Medical Prosthesis | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Covered |
| Medical Supplies | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Covered |
| Ambulance Services | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Covered |
| Hearing Aids | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$500/3 years |
| Orthotics | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$200 per shoe; \$400 maximum per calendar year |
| Orthopedic shoes custom made | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Included in above orthotic maximum |
| Orthopedic Modifications | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Included in above orthotic maximum |
| Eye Exams | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$80/visit every 24 months for adults and every 12 months for dependent children under 18 |
| e) Benefit Maximum Age | | Age 70 or earlier retirement |
| f) Dependent Age | | 22 |
| g) Student Age | | 25 |
| h) Accidental Dental | | \$5,000 maximum per accident |
| i) laboratory tests and x rays not covered by provincial plan | | \$500 calendar year maximum per individual |
| ** Note - \$1500 cal yr max for all practitioners combined - \$20 per year for x rays for all specialists combined - coverage is provided after the provincial plan maximum | | |

3. HOSPITALIZATION BENEFIT Yes No

| | Unit → | 001 |
|------------------------------------|--------|--|
| a) Semi-Private Room Accommodation | | Covered |
| b) Hospitalization Coinsurance | | 100% |
| c) Convalescent Hospital | | Semi Private room accommodation day for 120 days |
| d) Benefit Maximum Age | | Age 70 or earlier retirement |
| e) Dependent Age | | 22 |
| f) Student Age | | 25 |

4. VISION BENEFIT Yes No

| | Unit → | 001 |
|----------------------------|--------|--|
| a) Glasses Maximum | | \$250/every 24 months for employees and dependents |
| b) Contact Lenses Coverage | | Included |
| c) Laser Surgery Benefit | | Included |
| d) Vision co-insurance | | 100% |
| e) Benefit Maximum Age | | Age 70 or earlier retirement |
| f) Dependent Age | | 21 |
| g) Student Age | | 25 |

5. **OUT OF COUNTRY COVERAGE** Yes No Provider: ETFS

| | |
|-------------------------------------|-------------------------------------|
| Unit → | 001 |
| • Emergency Out of Country Coverage | • 60 days for employees age 65 only |
| • Benefit Maximum Age | • 65 or earlier retirement |

6. **DENTAL BENEFIT** Yes No

| | |
|--|------------------------------|
| Unit→ | 001 |
| a) Annual Dental Single Deductible | Nil |
| b) Annual Dental Family Deductible | Nil |
| c) Recall Frequency: 6 months | |
| d) Fee Guide Year | Current |
| e) Fee Guide Based on province of employee residence | Yes |
| f) Basic Minor Services | 70% |
| g) Periodontics | 50% |
| h) Annual Maximum | unlimited |
| i) Benefit Period; <input checked="" type="checkbox"/> Calendar Yr <input type="checkbox"/> Policy Yr. | |
| j) Benefit Maximum Age | Age 70 or earlier retirement |
| k) Dependent Age | 22 |
| l) Student Age | 25 |
| m) Dentures | \$500 lifetime max |

7. **Short Term and Long Term Disability**

Short Term Disability: employer paid premium

| | |
|------------------------|---|
| Benefit Formula | 70% of weekly earnings |
| Benefit Payable | 1st day of accident/injury, 4th day of illness |
| Benefit Period | 15 weeks |

Long Term Disability: 100% employee paid premiums

| | |
|---------------------------------|------------------------------|
| Benefit Formula | 66 2/3% of earnings |
| Monthly Benefit Maximum | \$10,000 |
| Elimination Period | 30 weeks |
| Definition of Disability | 2 year own occupation |
| Maximum Benefit Period | Age 65 |

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

**CROTHALL SERVICES CANADA INC.
SENIORITY LIST FOR LOCAL 2761**

| EMPLOYEE | HIRE DATE |
|------------------------|--------------------|
| Tibert, Mary | July 7, 1980 |
| Purdy, Debra | July 16, 1980 |
| Lewis, Tom | February 3, 1981 |
| Greenough, Marlene | February 23, 1981 |
| McCoul, Wanda | July 7, 1981 |
| Fougere, Danny | May 27, 1982 |
| Murray, Jeff | June 13, 1983 |
| Purdy, Christine | July 18, 1983 |
| LeBlanc, Richard | October 10, 1985 |
| Chapman, Barry | June 15, 1987 |
| McNeil, Jim | March 8, 1988 |
| Richard, Maurice | September 8, 1988 |
| Ash, James | April 19, 1989 |
| Afable, Grace | June 24, 1992 |
| Tolbart, Malcolm | January 1, 1997 |
| Anderson, Denise | January 1, 1997 |
| Fraser, Audrey | January 7, 1997 |
| Jenkins, Gerald | September 30, 1997 |
| Norwood, Terry | July 27, 1998 |
| Flemming, Jonathan | February 9, 1999 |
| Greenwood, Rosemarie | July 8, 1999 |
| Cousineau, Craig | October 24, 2000 |
| Cumby, Joan | January 2, 2001 |
| Passfield, Scott | February 20, 2001 |
| Townsend, Hugh | September 16, 2002 |
| Tesefasion, Rahel | September 23, 2002 |
| Haile, Boglech | September 27, 2002 |
| Baird, Steven | March 15, 2004 |
| Briand, Cindy | March 15, 2004 |
| Greenough, Shelly | March 15, 2004 |
| Thomas, Ray-Anne | March 16, 2004 |
| Robichaud, Raymond | May 14, 2005 |
| Campbell, Donnie | March 24, 2006 |
| Hailemariam, Hargewoin | December 1, 2007 |
| Gebremariam, Tsehay | August 3, 2008 |
| Meade, Christina | December 17, 2008 |
| Clark, Brian | June 5, 2009 |
| Sylvia Berry | May 26, 2009 |
| Pabayo, Josie | August 3, 2012 |
| Tedla, Salem | April 22, 2013 |
| Borromeo, Joan | May 14, 2013 |
| Paul, David | Feb 28, 2014 |
| Villaluna, Radito | March 20, 2014 |
| Basilio, Raymond | May 20, 2014 |
| Minus, Freddie | October 28, 2014 |
| Pangililan, Lani | March 5, 2015 |
| Kohklang, Patchree | June 8, 2015 |
| Pascual, Carmelita | June 22, 2015 |
| Khveochanya, Wanda | April 1, 2016 |
| Eric MacDonald | August 6, 2016 |
| Aquino, Reynaldo | March 1, 2017 |
| Molina, Rovelyn | June 16, 2017 |
| Romana, Hayley | February 24, 2018 |
| Barjin, Mohamad | February 26, 2018 |
| Cedon, Mark | November 10, 2018 |

**CROTHALL SERVICES CANADA INC.
SENIORITY LIST FOR LOCAL 2761**

| EMPLOYEE | HIRE DATE |
|-----------------------------|------------------|
| Wilson, Paulette (Michelle) | February 7, 2019 |
| Quillo, Fhebie | January 27, 2020 |
| Hallman, Greg | March 28, 2020 |
| Grouse, Tevin | June 29, 2020 |
| Roberts Murphy, Dyson | July 11, 2020 |
| Parajuli, Samjhana | January 30, 2021 |
| Salvador, Jennifer | February 1, 2021 |
| Khater, Jamal | March 15, 2021 |
| Ishimwe, Christian | May 5, 2021 |
| Biswas, Tamal | June 29, 2021 |
| Jatta, Gibbou | July 19, 2021 |
| Baris, Armando | October 1, 2021 |
| Ardon, Erica | May 14, 2022 |
| Edgecombe, Tanya | May 14, 2022 |
| Leblanc, Kathleen | May 16, 2022 |
| Small, Raymond | July 15, 2022 |
| Meharezghi, Lidya | July 17, 2022 |
| Gutierrez, Javier | August 6, 2022 |
| Legge, Robyn | August 22, 2022 |
| Ambrad, Laureto | October 22, 2022 |
| Chhetri, Rakshya | October 22, 2022 |
| Viana, Diane | October 22, 2022 |
| De Castro, Rummel | November 5, 2022 |
| Jimenez, Kirk | November 5, 2022 |
| Miroshnichenko, Olga | November 5, 2022 |
| Tekla, Goitem | November 5, 2022 |

CROTHALL SERVICES CANADA INC.
Casual List

| EMPLOYEE | HIRE DATE |
|--------------------|--------------------|
| Kelsey, Darlene | March 12, 2013 |
| Tasco, James | August 23, 2018 |
| Atangana, Moseline | May 15, 2020 |
| Joy, Dany | October 16, 2020 |
| Gunjal, Nikhil | January 8, 2021 |
| Reyes, Rasheil | July 15, 2021 |
| Greer, Andrea | January 20, 2022 |
| Marin, Ruben | March 18, 2022 |
| Roka, Muskan | May 13, 2022 |
| G C, Saleena | July 15, 2022 |
| Khatiwada, Lilima | September 14, 2022 |
| Lewis, Emily | October 31, 2022 |
| Fernando, Jacklin | November 1, 2022 |

