



COLLECTIVE AGREEMENT

Between

COMPASS GROUP CANADA (BEAVER) LTD.
at Extendicare – Part Time Employees
(hereinafter called the “Employer”)

at
Extendicare – Mississauga
855 John Watt Blvd.
Mississauga, ON L5W 1G2

And

UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175
(hereinafter called the “Union”)

Effective: September 26, 2011 – April 30, 2014

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – SCOPE AND RECOGNITION

3.01 The Company agrees to recognize the Union as the bargaining agent for all employees of COMPASS GROUP CANADA (BEAVER) LTD. employed in the Company operations at Extencicare Canada Inc., located at 855 John Watt Blvd., Mississauga, ON L5W 1G2 save and except Supervisors and Assistant Supervisors, persons above the rank of Supervisor, Office and Sales Staff and Staff working more than 20 hours per week.

3.02 Casual employees are those employed on a relief or replacement basis and who are available for call-ins as circumstances demand.

It is understood that if a casual employee, when contacted by the Employer, is not available for five (5) consecutive call-ins, the employee shall lose all seniority and service and shall be deemed terminated.

3.03 This Agreement shall not be construed to extend to or to effect in any way any other phase of the Company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in this article and Schedule "A" and shall not be construed to include any other employees of the Company in any of the Company's other divisions, branches or components.

3.04 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and no Union activity shall be carried out at the workplace except as specifically authorized by the provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4.01 All bargaining unit employees of the Company shall, upon completion of probation, become and remain members of the Union as a condition of employment.

4.02 (a) (i) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular weekly Union Dues and such Dues shall be remitted to the Union, in the format outlined within, prior to the fifteen (15th) of the month following the month in which such deduction is made.

(ii) The Employer shall collect membership application forms and initiation fees as may be established by the Union and forward any application forms and such fees to the Union with the regular monthly dues remittance.

- (b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spread sheet in "Excel", "Quattro Pro", "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

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

- 4.03 The Union shall provide the Company with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.
- 4.04 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company, from any and all claims, demands, actions or causes of action arising out of, in any way connected with the collection and remittance of such dues.
- 4.05 The Company agrees to introduce new employees to the Union Steward and the Steward will provide the employee with a copy of the Collective Agreement.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 In accordance with the Labour Relations Act of Ontario, the Union and the Company agree that so long as this Collective Agreement continues to operate there shall be no strikes and lockouts or any other interference with, or

interruption of the normal conditions of the Company's business by the Union or its' members. The definitions of the terms "strike" and "lock-out" as used above shall be in accordance with the Ontario Labour Relations Act.

- 5.02 It is further agreed that during the term of this Agreement or beyond the termination hereof or beyond the termination date of any extension thereof, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption or work.
- 5.03 The operationally required staff per shift in the classifications listed herein are designated as essential in case of strike/lockout or disruption for any reason and shall perform their duties as required by the Company.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Union may elect or otherwise appoint one part-time Steward at each location for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement.
- 6.02 The Union shall keep the Company notified in writing of the name of the Steward and the Local Union Representative and the effective date of their appointment. The Company shall not be required to recognize a Steward or Local Union Representative until so notified in writing of his/her election or appointment.
- 6.03 No Steward of Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in Article 2 hereof.
- 6.04 It is agreed that the Steward shall continue to perform his regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, he will not leave his work without first obtaining permission from his supervisor or his designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during a shift when there is no supervision, the Union agrees that the Steward will not abuse his privilege under this paragraph, by absenting himself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.
- 6.05 It is agreed that the Steward will not absent himself from work unnecessarily during working hours for the purpose of presenting grievances. In return for this undertaking, the Company will compensate the Steward at his regular straight time hourly rate for the time spent during his regular working hours for such purposes, provided the procedure under clause 6.04 is followed. The Company reserves the right to limit the time spent in the presentation of a grievance if it

deems the time taken to be excessive. This section is not to be interpreted in such a manner as to disqualify the Steward from premium rates if he is so entitled.

- 6.06 The parties agree that where possible the Steward will conduct Union business after working hours so as to minimize disruption to the workplace.
- 6.07 The Company and Union agree they shall comply with the provisions of the Ontario Human Rights Code. The Company and Union agree that there shall be no discrimination, interference, restriction or coercion as a result of an employee's membership or activities in the Union or lack thereof.
- 6.08 The Company will recognize a Union negotiating committee of not more than one (1) part-time employee per Residential Facility and a staff representative of the Local Union.

The Employer shall pay one hundred percent (100%) of the wages of the Negotiating Committee for all Negotiations, including conciliation, mediation and interest arbitration.

The Employer shall pay the cost of the meeting rooms for all negotiations, including conciliation, mediation and interest arbitration.

- 6.09 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the names of its Local Union Representative.
- 6.10 Any employee, who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management.
- 6.11 The bargaining unit employees have the right, at any time, to have the assistance of a Local Union Representative of the United Food and Commercial Workers International Union when dealing with the Company. The Union realizes that the Company does not own the premises in which the employees work. Consequently, if a Local Union Representative needs to meet with a Steward or an employee he will first notify the Company so proper security arrangements can be arranged for the meeting. Such visits shall not unduly interfere with the Company's operations.
- 6.12 The Company agrees that whenever a Disciplinary interview is held with an Employee that becomes part of their record regarding work or conduct, the Steward will be present as a witness. The Employee may request the Steward leave the meeting.

If no Steward is available at the time, the Employee being disciplined shall have the option of having another Employee of his/her choice as a witness.

- 6.13 When an employee has eighteen (18) months of service with no unsatisfactory documentation on file, the Company agrees that it will not rely upon, use or make reference to, any prior disciplinary notices, at any future meetings, unless the discipline is for the same or similar type of offence.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

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

- STEP 1 An employee who has a complaint or question shall discuss the matter with his supervisor within five (5) working days of the action giving rise to the complaint or question. The employee may be accompanied by a Steward if they so desire. If the two parties do not reach an understanding, then the next step of the grievance procedure may be invoked.
- STEP 2 The grievance shall be submitted in writing to the Manager or designate within ten (10) calendar days of the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. The Manager or designate and the Steward shall endeavour to arrange a satisfactory settlement within ten (10) calendar days. If such a settlement cannot be reached then the next step of the grievance procedure may be invoked.
- STEP 3 Two copies of the written grievance shall be forwarded to the Regional Director or designate and Corporate Labour Relations and the Union Representative. The Regional Director or designate and Corporate Labour Relations and the Union Representative shall confer and try to reach a settlement within ten (10) calendar days, or any other such time period they may agree upon.

If the matter is settled, the settlement shall be stated, in writing, and signed by the Regional Director or designate and Corporate Labour Relations and the Local Union Representative. Failing a settlement, the

Regional Director or designate and Corporate Labour Relations shall provide a written response within five (5) days.

7.02 Abandonment

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

7.03 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned and all rights of recourse to the grievance procedure shall be at an end. The Employer agrees to issue discipline within ten (10) worked shifts of the discovery of the alleged offence.

7.04 Group Grievance

The Company will recognize a group grievance as one, which affects more than one employee with respect to whom the issues and facts are the same. A group grievance shall commence at Step No. 1.

7.05 Policy Grievance

The Company of the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.

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

7.07 The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company. The Company and Union further agree that probationary employees shall not have access to the grievance and arbitration procedures with respect to their discharge.

7.08 Disputes that are carried to arbitration shall be heard before an arbitration panel, or if the parties so agree, a sole arbitrator.

- 7.09 When either party requests that a grievance be submitted to arbitration as herewith provided, it shall notify the other party within fifteen (15) calendar days of the decision at Step 3. The Company and the Union shall attempt to agree to a Chairman within fifteen (15) calendar days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Management Arbitration Commission for determination.
- 7.10 No person may act as a Board member who has been involved in an attempt to negotiate or settle a grievance.
- 7.11 The decision of a majority of the Board of Arbitration, and failing a majority decision or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto.
- 7.12 Each of the parties hereto will bear the expenses of its board members to the Board of Arbitration, the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator.
- 7.13 The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement, nor to add to or subtract from this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
- 7.14 No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.
- 7.15 Any and all time limits referred to under the Arbitration Procedures herein, may at any time, be extended by written agreement between the Company and the Union.

ARTICLE 8 – SENIORITY

- 8.01 Seniority shall mean the length of continuous employment with the Company.
- 8.02 An employee will be considered on probation and will not be subject to the seniority related provisions of this agreement and not be placed on the seniority list until after six (6) calendar months.
- 8.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:
- (a) by voluntarily leaving the employ of the Company;

- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
 - (c) if an employee has been laid off and fails to reply to a recall notice, within five (5) days of its mailing by registered mail or being sent a telegram to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
 - (d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company of the circumstances and probable return date;
 - (e) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
 - (f) if an employee is absent from work for two (2) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;
 - (g) if a seniority employee is laid off and not recalled within twelve (12) months from the date of lay off or the length of their seniority, whichever is lesser;
 - (h) if an employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
 - (i) if an employee is absent due to occupational illness or accident for a period of 24 months from the date the accident occurred or the illness commenced;
 - (j) if an employee is retired in accordance with Company policy.
- 8.04 Bargaining unit employees who accept promotion or transfer out of the Bargaining Unit for a period of three (3) months shall lose all Bargaining Unit Seniority.
- 8.05 Seniority, qualifications, skill(s) and ability to perform the work required shall be the governing factors in temporary assignments between classifications.
- 8.06 Within thirty (30) calendar days of ratification and in January and July of each year thereafter, the seniority list, including the employee's seniority, service date

and employment status (full-time or part-time) shall be posted in the various departments and a copy mailed to the Union.

ARTICLE 9 – JOB POSTING

- 9.01 The Company shall post notice of the initial permanent job vacancy within the bargaining unit for five (5) working days and any successful candidate shall be moved to his new position as soon as it is practical to do so. Subsequent vacancies will not be posted.
- 9.02 The basis the Company shall use in selecting the successful candidate is qualifications, skill(s) and ability for the job required. Only when two (2) or more employees have equal qualifications, skill(s) and ability to do the job required, shall seniority be the governing factor in making the selection.
- 9.03 It is agreed that a successful candidate will not be entitled to bid on any other vacant position for a period of six (6) months from the posting of notice referred to in Article 9.01.
- 9.04 The Company reserves the right to fill a vacant position with a person of their choice in the event that no bids are received or if the applicants do not meet the criteria for the job which are outlined in Article 9.02.
- 9.05 When an employee commences a new position, for a period of one month, the employee will be on a trial period. Within a trial period, the employee or the Company may elect to have the employee return to his former position in the event that the employee cannot perform the position satisfactorily or the employee wishes to return to his former position.
- This provision is subject to the employee's former position existing and is subject to the seniority provisions of the Collective Agreement.
- 9.06 Prior to hiring new employees, the Company will comply with Article 9.02. However, the Company may temporarily fill a vacancy during the call back period described above.
- 9.07 For application of seniority for the purposes of promotion, demotion, transfer, layoff and recall and service for the purposes of vacation entitlement:
- a) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority;
 - b) An employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year for each 1300 hours worked.

ARTICLE 10 – LAY-OFF AND RECALL

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

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

10.02 In the case of a permanent lay-off, employees will be permitted to exercise their seniority on a bargaining unit-wide basis subject to the provisions of Article 10.01.

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

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Personal Leave

The Company may authorize a leave of absence without pay and benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. A request for a leave of absence shall not be unreasonably denied provided it is operationally feasible to do so.

11.02 Bereavement Leave

In the event of a death in the immediate family of an employee, he shall be granted up to three (3) consecutive days leave of absence to attend the funeral. Bereavement leave when granted will be paid at the regular straight time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed three (3) days. This period may be extended by up to two days without pay if reasonable justification is provided to the company.

Immediate family shall mean the employee's spouse and the employee's or spouse's parent, child, grandparent, brother, sister, brother-in-law and sister-in-law.

In the event of a death of an aunt or an uncle of an employee, he shall be granted one (1) day leave of absence to attend the funeral. Bereavement Leave when granted will be paid at the regular straight-time hourly rate, for loss of scheduled work.

In order to qualify for bereavement leave pay an employee may be required to substantiate to the Company's satisfaction his claim for the entitlement under this article.

11.03 Jury Duty

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

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

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

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

11.06 Return from Leave

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

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 Any hours worked by an employee in excess of forty-four (44) hours per weekly period shall be compensated at the rate of time and one half (1½) his regular straight time hourly rate.
- 12.02 The work week shall commence and reflect the pay schedule cycle of the Company.
- 12.03 The operation of the Company can, and the Company shall have the right to, establish operations on a seven (7) day a week basis.
- 12.04 The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts and the arrangement of shifts shall be determined on an ongoing basis by the Manager.

Nothing in this Collective Agreement shall be construed as a guarantee as to the hours of work per day nor as to the hours of work for any other period of time nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement employees will only be paid for hours actually worked.

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

- 12.05 Schedules shall be posted two (2) weeks in advance. Employees requesting specific days off must advise the Company in writing no later than one (1) week in advance of the schedule being posted in order for the request to be considered. Any such requests will be dealt with on a first come first serve basis and will not be unreasonably denied. It is also agreed and understood that once a schedule is posted, it becomes the employee's responsibility to arrange for any shift exchanges with other employees provided prior approval has been granted by management and the employees are not placed into an overtime/premium situation. When operationally feasible, shift preference will be given by seniority within the classification provided the employee is available.
- 12.06 All employees who work in excess of five (5) consecutive hours in a shift will take a one half hour unpaid lunch break.
- 12.07 All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's

shift is in excess of six (6) consecutive hours he shall be entitled to a second additional fifteen (15) minute break after lunch.

- 12.08 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate supervisor as early as possible and in any event not later than one (1) hour before commencement of a shift scheduled to start at or before 7:00 a.m.; two (2) hours before commencement of a shift scheduled to start prior to nine (9) a.m.; and three (3) hours thereafter. The Employer shall not be unreasonable or arbitrary in the application of this Article.

When notifying the Company of absence, an employee must give an estimated date of return. If later he is unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return. An employee cannot show up to work without having provided advance notice to his Supervisor.

- 12.09 The Company reserves the right to request evidence of the employee's condition.

- 12.10 There shall be no split shifts unless where mutually agreed.

- 12.11 Failure to be available a minimum of six (6) shifts in any thirty (30) consecutive day period may result in further work not being offered to the employee involved and the employee may be removed from the part-time roster and placed on the casual roster. Employees shall be offered work in accordance with operating requirements and their stated availability. The employer agrees that it will not be unreasonable or arbitrary in the application of this article.

- 12.12 An employee reporting for work by instruction of the Company or at the commencement of his/her scheduled work day, but for whom no work is available, will be offered at least three (3) hours employment in other work at his/her regular hourly rate or, at the Company's option, shall be entitled to three (3) hours pay at his/her regular hourly rate. This guarantee shall not apply in the event that the operations of the Company are affected by a labour dispute, fire, electrical failure, major mechanical failure or other major occurrence beyond the control of the Company. This guarantee shall not apply in the case of an employee who has been absent from his/her scheduled work and who has failed to inform the Company of his/her intention to return and the date thereof.

ARTICLE 13 - HOLIDAYS

- 13.01 (a) Each employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal day's payment at his regular straight time hourly rate for the celebration of the holidays listed hereunder, provided the employee works their complete

shift on both the last and first scheduled day immediately before and after the holiday respectively;

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

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

13.02 Employees required to work on any of the paid holidays shall be compensated at the rate of time and one half (1½) their regular straight time hourly rate for the hours they work on the holiday.

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

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

13.05 In no event will an employee who fails without reasonable cause to work on one or both of the qualifying days referred to in Article 13.01, receive payment for the holiday.

ARTICLE 14 - VACATIONS

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

| <u>Length of Service</u> | <u>Vacation Entitlement</u> | <u>Percentage of Previous Years Earnings</u> |
|---|-----------------------------|--|
| Completion of 1,300 hours but less than 6,500 hours of service | 2 weeks | 4% |
| Completion of 6,500 hours but less than 13,000 hours of service | 3 weeks | 6% |
| Completion of more than 13,000 hours of service | 4 weeks | 8% |

14.02 The Company vacation year runs from September 1st to August 31st the following year.

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

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

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

14.04 Employees desiring to take their vacation must submit a written vacation request to their supervisor prior to March 31st of each year. The granting of vacation will be done according to seniority, providing that it does not interfere with the operation of the business. Employees not completing their vacation request by March 31st shall not be able to exercise seniority in the selection of vacation. After April 1st, any further scheduling will be done on a first come first-served basis.

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

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

The parties agree that part-time employees by the nature of their position meet the Employment Standards Acts requirement of a minimum of two (2) weeks off for vacation through their scheduled days off. Notwithstanding this it is also agreed that part-time employees are entitled to vacation time off as specified by this Agreement.

14.06 An employee who terminates his employment for whatever reason and has not received his vacation pay allowance as provided herein will receive at time of termination a percentage of his earnings as stipulated in 14.03 above.

14.07 The Company agrees to pay, prior to an Employee going on vacation, the vacation pay accrued provided the Employee requests it in writing at least two (2) weeks prior to taking their vacation time off.

The Company agrees to pay out any outstanding accrued vacation pay at the end of each fiscal year.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 The Company agrees to make responsible provisions for the safety and health of the employees. Dangerous practices and devices shall be reported to the Company and the necessary precautions to eliminate such hazards will be taken.
- 15.02 The Company and Union agree to comply with the Ontario Occupational Health and Safety Act of Ontario.
- 15.03 A Health and Safety committee will be established and the company agrees to schedule meetings and inspections as per the Act or sooner if mutually agreed. At least one (1) bargaining unit member will be appointed by the Union to be part of this committee.

ARTICLE 16 - WAGE RATES AND CLASSIFICATIONS

- 16.01 The regular straight time hourly wage rates and corresponding classifications shall be set out in Schedule "A" attached to and forming part of this Agreement.
- 16.02 An Employee assigned to a higher paying classification shall be paid at the higher rate of pay for all hours worked in the higher classification.
- 16.03 When a new job classification is created, the parties agree to meet and discuss the appropriate rate of pay.

ARTICLE 17 - GENERAL

- 17.01 There shall be no pyramiding or duplication of any payments, benefits or allowances from any source.
- 17.02 For the purposes of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice versa, wherever the context so requires.
- 17.03 All heading and subtitles contained within the Collective Agreement are for information purposes only.
- 17.04 All correspondence arising out of, or incidental to this Collective Agreement, shall pass between the Human Resources Department of the Company and the Local Union Representative of the Union, unless otherwise herein specified.

17.05 Uniforms - Uniforms are to be supplied by Company and employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage.

Effective upon ratification and again on the date of ratification (3rd year), upon receiving a receipt, the Employer shall pay to non-probationary employees up to sixty (\$60.00) dollars, towards the cost of non-slip shoes in accordance with the Uniform Policy. Probationary employees will be eligible for such reimbursement after having successfully completed their probationary period.

17.06 Should any error occur in a pay cheque attributable to the Company, the Company agrees to correct the error by the payday following notification of the error to the Company if possible.

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

17.08 Volunteers - The Union understands that volunteers play an important and integral role within facilities owned and operated by Compass' clients and that such volunteers are an important and necessary link to the broader communities served by Compass' clients. The Union agrees that it will not interfere or seek to interfere with the right of Compass' clients to use volunteers in support of services provided within their facilities.

17.09 Vaccination and Inoculation – Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of Compass, or to undergo vaccination, inoculation and other immunization when required, may not be provided with scheduled shifts in accordance with his/her seniority. Where an employee is required by Compass to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at Compass' expense and on Compass' time provide time spent is reasonable. Compass shall only require such medical examination if required by the job or if there is reasonable expectation to make such a request.

17.10 The parties agree to hold joint labour management meetings as necessary in the workplace.

17.11 Meal Allowance – Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction of one dollar and seventy-five cents (\$1.75) including GST, for each shift worked. A list of excluded food and drink items will be posted on the bulletin board. Employees, who do not wish to avail themselves of such food and drink, shall notify the Manager in writing. There is

no obligation to consume such subsidized food and drink, and, no payroll deduction shall be made in such circumstances.

ARTICLE 18 - DURATION AND PREVIOUS AGREEMENTS

18.01 This agreement shall be in force and effect from September 25, 2011, to April 30, 2014 and until all provisions of the *Ontario Labour Relations Act* have been expended.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

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

Either Party may request an extension of time to be mutually agreed upon for the purpose of Negotiations or signing of the Collective Agreement.

18.02 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry day, this Agreement shall continue in effect until a new Agreement is reached by the parties or until conciliation proceedings prescribed at law have been completed, whichever date shall first occur.

18.03 It is understood and agreed that any changes in Municipal, Provincial or Federal Law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of the Agreement.

SIGNED AT: _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE COMPANY

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

General Wage Increase to all classifications:

Effective Date of Ratification
Effective September 25, 2012
Effective September 25, 2013

Increase wages by \$0.35/hour
Increase wages by \$0.35/hour
Increase wages by \$0.40/hour

New Wage Grid

Effective September 25, 2011

Date of Ratification

| <u>Classification</u> | <u>Start</u> | <u>After 1 Year</u> | <u>After 2 Years</u> | <u>After 3 Years</u> |
|------------------------------|---------------------|----------------------------|-----------------------------|-----------------------------|
| Cook | \$15.90 | \$16.30 | \$16.70 | \$17.15 |
| DA/GH | \$11.91 | \$12.16 | \$12.41 | \$12.71 |

Effective September 25, 2012

| <u>Classification</u> | <u>Start</u> | <u>After 1 Year</u> | <u>After 2 Years</u> | <u>After 3 Years</u> |
|------------------------------|---------------------|----------------------------|-----------------------------|-----------------------------|
| Cook | \$16.25 | \$16.65 | \$17.05 | \$17.50 |
| DA/GH | \$12.26 | \$12.51 | \$12.76 | \$13.06 |

Date of Ratification (3rd year)

| <u>Classification</u> | <u>Start</u> | <u>After 1 Year</u> | <u>After 2 Years</u> | <u>After 3 Years</u> |
|------------------------------|---------------------|----------------------------|-----------------------------|-----------------------------|
| Cook | \$16.65 | \$17.05 | \$17.45 | \$17.90 |
| DA/GH | \$12.66 | \$12.91 | \$13.16 | \$13.46 |

NOTE: All Employees hired prior to the Date of Ratification will be placed on the new wage grid in accordance with the Letter of Understanding regarding "Conversion of Hours Worked to Months of Service".

LETTER OF UNDERSTANDING

Between: **COMPASS GROUP CANADA (BEAVER) LTD.**

and

**UNITED FOOD & COMMERCIAL WORKERS
UNION, Local 175**

RE: Benefits

It is agreed and understood that part-time employees are required to work more than 1,300 hours in the prior calendar year, year to year, to qualify for benefit coverage in the next year.

As an example, an employee must work more than 1,300 hours in the 2008 calendar year to qualify for benefits in the 2009 calendar year.

SIGNED AT _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

between

COMPASS GROUP CANADA (BEAVER) LTD.

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: Time Limits

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

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

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

Signed at _____ this _____ day of _____, 2012

FOR THE UNION

FOR THE EMPLOYER

PAY EQUITY AGREEMENT

Between

COMPASS GROUP CANADA (BEAVER LTD.)
at Extendicare – Mississauga
(Employer)

And

UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 175
(Union)

Establishment & Job Classes

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

Gender Neutral Job Comparison

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

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

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

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

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

Job Information & Evaluation System

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

This Pay Equity agreement represents the final and complete understanding between the parties. Any dispute or interpretations may be referred to the Pay Equity Commission of Ontario and is subject to the terms of the collective agreement.

Pay Equity Adjustments

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

Maintenance

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

SIGNED AT _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: **COMPASS GROUP CANADA (BEAVER) LTD.**

and

**UNITED FOOD & COMMERCIAL WORKERS
UNION, Local 175**

RE: Retention Allowance Lump Sum

Effective within thirty (30) days following ratification, the following employee will receive a Retention Allowance Lump Sum payable on a separate cheque subject to minimal (if possible) statutory deductions. This bonus will be paid out again on the second anniversary year (2009) and the third anniversary year (2010). This Letter of Understanding will not be renewed in future rounds of bargaining.

| | |
|----------------|----------|
| Garfield White | \$58.00 |
| Mona Gendy | \$27.00 |
| Tristan Watson | \$73.00 |
| Jemima Mante | \$13.00 |
| Norman Johnson | \$101.00 |

SIGNED AT _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

Between: **COMPASS GROUP CANADA (BEAVER) LTD.**

and

**UNITED FOOD & COMMERCIAL WORKERS
UNION, Local 175**

RE: Amalgamation of Full Time and Part Time Collective Agreements

The Parties agree to incorporate the Part Time Collective Agreement expiring September 24, 2011 into the Full Time Collective Agreement as a separate Appendix "A".

The Full Time and Part Time Bargaining Units will be considered as individual bargaining units.

Both the Full Time and Part Time Collective Agreements will have the same expiry dates for the purposes of negotiations, further, each Bargaining Unit will ratify their respective renewal Collective Agreements individually.

SIGNED AT _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

Between: **COMPASS GROUP CANADA (BEAVER) LTD.**

and

**UNITED FOOD & COMMERCIAL WORKERS
UNION, Local 175**

RE: Conversion of Hours worked to Months of Service

The Parties agree that the current Employees of the Company as of date of ratification will have their total hours of work converted into months of service for all purposes in the Collective Agreement.

Previously 1300 hours equalled 1 year of employment. To convert to months of service, 1300 will be divided by 12 months equalling 108.3. Therefore 108.3 hours is equal to 1 month of service.

The formula to convert hours to months of service will be as follows: *total accumulated hours as of date of ratification divided by 108.3. (ex. 2000 hours divide by 108.3 equals 18.4 months of service.)*

Attached to this letter are the calculations broken down by each Employee based on their Employee Number. Employees will then be placed on the new wage grid accordingly. Future increases will be processed annually on September 25, 2012 and 2013.

SIGNED AT _____ THIS _____ DAY OF _____, 2012.

FOR THE UNION

FOR THE COMPANY

| Associate Number | CL | Seniority Date | Current Rate | Seniority by Hours | Seniority by Mths | New Rate |
|-------------------------|-----------|-----------------------|---------------------|---------------------------|--------------------------|-----------------|
| 174320 | COOK | 23-Aug-05 | \$16.80 | 1258 | 11.62 | \$16.30 |
| 199688 | DA | 18-Jan-06 | \$12.36 | 2879.5 | 26.59 | \$12.41 |
| 498573 | DA | 23-Mar-10 | \$11.56 | 1305.35 | 12.05 | \$12.16 |
| 498573 | COOK | 23-Mar-10 | \$15.20 | 1305.35 | 12.05 | \$16.30 |
| 527517 | DA | 20-Oct-10 | \$11.56 | 556.65 | 5.14 | \$11.91 |
| 540387 | DA | 06-Apr-11 | \$11.56 | 143 | 1.32 | \$11.91 |
| | | | | | | |