



University of Regina



Collective **AGREEMENT**

Local 5791
Canadian Union of Public Employees

2015-2017



What your Union does for you

A Union Agreement provides:

- Guaranteed wage rates
- Job security
- Grievance procedure
- Paid vacations and statutory holidays
- Regular hours of work
- Overtime and shift premiums
- Opportunities for progression through job posting
- Fringe benefit plans
- Compassionate leave with pay
- A means of establishing and maintaining satisfactory working conditions
- Protection from discrimination and sexual harassment
- Occupational health and safety provision

COLLECTIVE AGREEMENT

BETWEEN

COMPASS GROUP CANADA LTD.

At the University of Regina
(hereinafter referred to as "the Employer")

- and -

THE UNIVERSITY EMPLOYEES' UNION

CUPE / Canadian Union
of Public Employees

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5791**

(hereinafter referred to as "the Union")

June 1, 2014 – May 31, 2017

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THIS AGREEMENT IS MADE

BETWEEN

COMPASS GROUP CANADA LTD.,

At the University of Regina

(hereinafter referred to as "the Employer")

- and -

THE UNIVERSITY EMPLOYEES' UNION

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5791**

being a chartered local union of the
Canadian Union of Public Employees,

(hereinafter referred to as "the Union")

IN consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and scales of wages, the parties to this Agreement do hereby enter into, ordain, establish and agree to the following terms:

ARTICLE 1 - SCOPE

1.1 Scope

The Employer recognizes the CUPE Local 5791 as the exclusive bargaining agent for all employees of COMPASS Group Canada Ltd., except the Food Services Director, Food Services Manager, Catering Manager and Office Manager.

1.2 Interpretation

In this Agreement, whenever the words "he", "his", "her", or "him" appear, it shall be construed as meaning any employee, male or female. Whenever the words "employee" or "employees" appear, it shall mean any persons covered by this Agreement.

1.3 Plural Terms and Gender

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

ARTICLE 2 – MANAGEMENT RELATIONSHIP

- 2.1** The parties to this Agreement recognize it is in their mutual interest to promote, as fully as possible, conditions of safety for employees, economy of operation and protection of property. In recognition of these interests, the Employer and the Union hereby indicate their desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship among the Employer, the employees covered by this Agreement and the Union, and to provide methods for a fair and amicable judgement, adjustment of disputes, which may arise between them following the process in Article 14.1.
- 2.2** The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will instruct members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that they will act in a fair, non discriminatory and non arbitrary fashion.

ARTICLE 3 – UNION RECOGNITION

3.1 Bargaining Agent

The Employer recognizes, for all of its employees covered by this Agreement, Canadian Union of Public Employees, Local 5791 as the sole and exclusive collective bargaining agent and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, aiming toward a peaceful and amicable settlement of any difference that may arise between the parties to this Agreement. The Employer agrees that members representing CUPE Local 5791 will be given leave with pay to attend meetings with management.

3.2 Work of the Bargaining Unit

Employees of the Employer whose jobs are not in the Bargaining Unit shall not regularly work on any jobs which are included in the Bargaining Unit except for the purposes of instruction or in case of emergency.

3.3 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards, and the Employer will supply at any time requested in regard to any employee, or group of employees, the names of the supervisory personnel and their functional responsibilities.

3.4 Representative of CUPE

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at the University of Regina in order to investigate and assist in the settlement of grievances, provided operations are not disrupted. Arrangements for such access will be made through the Director.

3.5 Union Stewards

- (a) The Employer agrees to recognize a duly appointed or elected Union Steward provided that Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (b) The Union Steward's first obligation is the fulfilment of his/her responsibilities as an employee. The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (c) If requested by the Employer, the time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein, shall be considered to be time worked.

ARTICLE 4 – UNION SECURITY

4.1 Union Membership

All employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment, and all new employees whose employment commences hereafter shall, within twenty calendar days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment.

The Employer will direct all new employees to the Union Office as part of the normal enrolment procedure.

4.2 Deduction of Union Dues

The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the first pay cheque due in each month from each such employee and remit the same prior to the tenth day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.

4.3 Monthly Statements

Monthly Statements shall also be forwarded to the Secretary-Treasurer of the Union showing the names of all new employees covered by this Agreement hired during the month, and the date they were employed; also the names of all employees covered by this Agreement who have left the employ of the Employer during the month, and the date of severance.

4.4 New Employees

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 the union security and dues check-off.

4.5 Interviewing Opportunity

Each new employee will be given the opportunity during the first month of employment, within regular working hours, of visiting the Union office or meeting with the Shop Steward for the purpose of joining the Union and becoming acquainted with the rights and responsibilities of membership. Such absence from the work place will be reasonably brief and taken at a time convenient to both the employee and the supervisor.

4.6 Dues Receipts

At the time that Income Tax (T4) slips are made available the Employer shall include information on the amount of union dues paid by each union member in the previous year that is deductible for income tax purposes, subject to receipt of certification satisfactory to Revenue Canada.

4.7 Time Off for Union Meetings

The Employer agrees to hold discussions with the Union concerning time off for employees to attend Union meetings.

4.8 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not reduce pay or benefits or lay off any employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the Employer replace laid off employees by contracting out the work which they would normally perform. Employees that are laid off will be subject to layoff provisions in Article 12.

4.9 Crossing Picket Lines during a Strike and Handling Goods

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute or to refuse to handle goods, commodities or products of another employer who is involved in a labour dispute with that employer's employees, providing by so doing, it does not result in property damage to the University.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 5 – JOINT CONSULTATION

5.1 Union-Management Committee

There shall be a Union Management Committee consisting of representatives from the Union and representatives from management for the purpose of resolving difficulties and promoting harmonious relationships.

5.2 Purpose of Meetings

The purpose of such meetings shall be to discuss and settle, if possible, matters of mutual concern. In matters which are personal or particularly sensitive, strict confidentiality shall be maintained.

Such discussions shall not include grievances and changes to the Collective Agreement.

In addition to the foregoing, implementation of arbitration awards and court decisions relating thereto will be discussed at the request of either party.

5.3 Meetings

In the event either party wishes to call a committee meeting, the meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party shall be included in the agenda.

5.4 Exchange of Information

The Employer and the Union agree to exchange at the request of either party, information which is not confidential, is readily available and pertains to a subject under discussion between the parties.

ARTICLE 6 – USE OF EMPLOYERS PREMISES

6.1 Bulletin Boards

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

ARTICLE 7 – NON DISCRIMINATION

7.1 The parties subscribe to the principles of the Saskatchewan Human Rights Code and agree there shall be no discrimination against any employee on the basis of the protected grounds set out in the applicable Saskatchewan Human Rights Legislation or Union Activities.

There shall be no discrimination with respect to any employee by reasons of age (between legal age for employment and normal retirement age of sixty-five years), race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, place of residence, membership or activity in the Union, or physical disability

(except where the disability would prevent the carrying out of duties). There shall also be no discrimination with respect to any employee on the basis of gender identity or expression.

ARTICLE 8 – VACANCIES AND PROMOTION

8.1 Posting

All vacant positions, whether new positions or other positions, will be posted, when the positions become available, in places accessible to all employees. Any position replacing temporarily an employee for a period expected to extend longer than four (4) months will be posted.

Such notice shall contain the following information: nature of position, qualifications, skills, shift, wage or salary rate or range and location. Such qualifications shall not be established in an unreasonable manner. Any changes from the last previous posting will be subject to negotiation prior to posting.

Whenever operationally possible hours will be grouped to provide full-time permanent positions as possible and where that is not possible as many part-time permanent positions as possible.

No member of the Union shall be responsible for the call-in procedures with regards to replacing employees who are not at work except in unusual/emergency circumstances.

Permanent Positions

Permanent positions are positions which are part of the continuing and regular staffing requirements of the operation. They will be identified as full-time or part-time. If the position is part-time, the posting will specify the number of hours to be worked on a regular basis. It is understood that the above shall not constitute a guarantee of hours of work per day or days per week for any period whatsoever. However, any reduction of full-time or regular part-time hours will constitute lay-off.

Casual Positions

Casual positions are positions where the employee works irregularly scheduled hours and normally covers peak workload or is scheduled on an on-call basis. Casual positions do not have regular hours and therefore increases in hours would not be subject to the posting provisions and reduction in hours would not be subject to the lay-off provisions.

When additional hours become available in excess of the posted hours, those hours shall be offered to qualified available part-time or *casual employees* in order of seniority. It shall be the responsibility of the employee to indicate their willingness and availability to work additional hours. A roster shall be kept of all employees who have indicated their availability and willingness to work additional hours.

An employee may not exercise seniority for additional hours if:

- a) the extra hours would result in the payment of overtime; or
- b) if the extra hours conflict with the employee's regular hours and the extra hours are in the employee's own classification and the difference between the employee's regular hours of work and the extra hours is less than two hours.

A qualified employee may exercise seniority for any available hour if they are in a higher paid classification.

8.2 Bidding on Vacant Positions

Permanent and casual employees have bidding rights.

Such employees may bid on posted positions by completing an "application for transfer" form and submitting it to the Food Services Director within seven days of the date the position is posted.

At the conclusion of the seven-day period the Union will be provided with copies of all applications for transfer.

Positions will not be advertised off campus until after the expiration of the seven-day period.

Employees on vacation, or on approved leaves of absence, may apply by proxy by having their Shop Steward or fellow employee submit an application on their behalf. Assuming that consideration of the application will not result in a delay in filling the position, this application for transfer will be given the same consideration as any other legitimate application for transfer. Information will be included on the application for transfer as to where the employee may be contacted to arrange for an interview.

The Employer will not be responsible for any costs incurred in any employee's efforts to comply with this clause.

8.3 Notice of Results

The Employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period

Employees applying for transfer will be advised in writing of the result of their applications by the Employer within seven days after the vacancy is filled, or the competition cancelled.

8.4 Basis for Selection

Vacancies shall be filled on the basis of qualifications, experience and the ability to perform the work satisfactorily. Where qualifications, experience and ability are sufficient, the senior applicant shall be selected. Access to training will be made equally available to all employees. No employee will be denied a vacancy if the training for the position is provided by the Employer.

8.5 Provisional Appointment on Transfer or Promotion

Transferred or promoted employees shall be considered on trial for a period of three (3) months in their new position. During this period, the employee may choose to return or the Employer may direct the employee to return to his former position and rate of pay.

8.6 On-the-Job-Training

When mutually agreed and provided operations are not disrupted, arrangements may be made for on-the-job training for employees requesting it.

ARTICLE 9 – PROBATIONARY PERIOD

9.1 Probationary Period

All newly hired employees shall be on probation for a period of five (5) months from the date of commencing duties. During the probationary period they may be terminated by the Employer by reason of being unsuitable for further employment. The reasons for termination shall be made known to the Union upon request. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.

9.2 Extension of Probationary Period

At the discretion of the Food Services Manager, the probationary period may be extended by the cumulative length of any periods of absence from work for more than five (5) consecutive days. In the event this happens, the employee will be notified prior to the extension.

9.3 Transfer during Probation Period

An application to transfer during a probationary period will be allowed in accordance with Article 8, but the right of making such application will be subject to the following conditions:

- (a) A probationary employee can be terminated at any time during the probationary period regardless of whether the employee has made application to transfer;
- (b) Effective the date of transfer a new probationary period will commence;
- (c) If the employee is not successful in the new probationary period there will be no reversion rights to the original position.

9.4 Employee Medical Examination

Newly hired employees who are eligible to enroll in the Long Term Disability Plan may be required to undergo a medical examination prior to the completion of their probationary periods. Normally this examination will be conducted by a doctor chosen by the Employer and at the Employer's expense. However, the employee will have the option of having the examination conducted by a doctor chosen by the employee and at the employee's expense. The examination conducted by the employee's doctor will be done in accordance with a form supplied by the Employer. In addition, the Employer reserves the right to request a second opinion by a doctor of its choice, at its expense.

ARTICLE 10 – SENIORITY

10.1 Seniority Defined

Seniority for permanent full-time and part-time employees is defined as the length of employment from the last date of hire into the bargaining unit, subject to Articles 10.3 and 15.2.

Seniority for casual employees is accumulated as the number of hours worked divided by forty.

Seniority shall operate on a bargaining unit-wide basis. Seniority is a factor in determining promotions, transfers, demotions, layoff, and recall.

In the event that employees have the same seniority date, then the birth month of the employee shall be the determining factor.

10.2 Loss of Seniority

An employee shall lose seniority rights in the event of:

- (a) discharge without reinstatement;
- (b) resignation from the Employer effective from the date of termination. An employee may withdraw a resignation within twenty-four (24) hours of the submission of the resignation;
- (c) failure to return to work within three (3) calendar days following a layoff and after having been notified to return to work, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- (d) a permanent employee laid off for a period exceeding twelve (12) months;
- (e) overstaying a leave of absence without providing good reason;
- (f) employees absent for two (2) consecutive days without notifying the Employer shall be considered to have vacated their position unless they provide proof that the absence was for reasons beyond their control.

10.3 Adjustment of Seniority

When an employee who is on leave of absence accepts other gainful employment without prior approval of the Union, that employee's seniority date may be adjusted by the Union.

Members of the bargaining unit who accept temporary positions in another bargaining unit on campus will maintain their seniority but will not accumulate it.

10.4 Seniority Rosters

Each Employer agrees to prepare and post by September 30th of each year in a place accessible to all employees a seniority roster for all employees eligible to accumulate seniority.

The Employer agrees to provide the Union with the seniority roster on September 30th and January 31st of each year. The list shall contain the following information: employee's name date from which seniority is calculated, and job classification.

10.5 Correction of Seniority Roster

On presentation by an employee or the Union of proof of error in the roster(s), a correction shall be made immediately. Employees who identify an error on the seniority list shall bring it to the attention of the Employer within ten (10) days of the incident that identifies the error. The Employer shall investigate and correct the error if necessary and redress shall be limited to the period beginning the date the Employer is notified of the error. Any corrections shall be shown on a supplementary sheet.

ARTICLE 11 – CLASSIFICATION

11.1 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

11.2 New Classifications and Positions

The title and rate of pay for any new classification for any new position which may hereafter be established shall be subject to negotiation and agreement between the Employer and the Union, and the provisions of Articles 8, 10 and 23.

11.3 Requests for Reclassification

When (1) a permanent employee, (2) the Food Services Director, or (3) the Union, feels that an employee is incorrectly classified, a request for a classification review may be submitted to the Employer. The review will be carried out, the above parties notified, and any adjustment will be retroactive to the first of the month closest to the date the request for review was received by the Employer. Notwithstanding the above, no incumbent will have a reduction in salary rate as a result of this process.

ARTICLE 12 – LAYOFF AND RECALL

12.1 Seasonal Layoff

If the Employer needs to reduce staff due to fluctuations in the work requirements in accordance with the University calendar, the employee will receive two calendar weeks notice of layoff and the notice will contain the last day of work and an expected date of recall to work.

Employees will be laid off in reverse order of seniority, provided the employee is qualified for the available work. An employee may elect to accept layoff instead of displacing a less senior employee.

The Seasonal layoff procedures (above) include the winter layoff and the April examination period. During this examination period the employer will post all jobs required from the end of Spring exams to resumption of classes in the Fall. These positions will be filled in accordance with Article 8. Employees may also notify the Employer of their availability for casual employment. Employees will be selected for casual work which they are qualified to perform in order of seniority. If an employee chooses not to be available for work during the seasonal layoff, such decision will not affect the employee's recall rights.

Should any permanent position be eliminated, the affected permanent incumbent will be dealt with in the following manner.

12.2 Recall from Seasonal Layoff

If the Employer needs to reduce staff due to fluctuations in the work requirements in accordance with the University calendar, the notice of layoff will contain *an expected* date of recall to work.

Re-Employment after Seasonal Layoff

Normally the employee will be recalled to her previous position. The Employer will confirm the actual date of recall fourteen (14) days prior to the earlier of the actual date of recall or the expected date of recall. If the employee's previous position does not exist the employee will be entitled to the provisions for position elimination layoff starting at Article 12.3.

12.3 Layoff Due to Change in or Reduction of Programs

Should any permanent position be eliminated, the affected permanent incumbent will be dealt with in the following manner.

12.4 Notice

Permanent employees, if their positions are to be eliminated, will be given as much written notice as possible and as required by law, but in no case less than thirty days, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.

12.5 Termination and Severance Pay

Within fourteen calendar days of notice of position elimination being given, if it is mutually agreed by the Employer and the employee, the employee will submit an agreement to terminate employment (notice of resignation) and will be entitled to severance pay at the time the position was discontinued. The employee will forego any further rights under this article. Payment will be on the basis of two week's pay at the employee's rate of pay at termination for every year or part of a year's service, to a maximum of fifteen month's pay.

12.6 Placement

During or at the end of the notice period, the employee may be placed, without bidding, in another vacant position at the same classification or salary.

12.7 Bumping

- (a) Employees who are laid off may bump an employee with less bargaining unit-wide seniority. An employee may choose to not bump and go directly to the recall list.
- (b) Employees will notify the Employer of their decision within seven (7) days of being advised that they are to be laid off. This notification does not affect the pay to which the employee is entitled during the notice period.
- (c) The bumping employee will normally bump the least senior employee in the classification into which she has chosen to bump.
- (d) The bumping employee must possess the requirements for the position into which the employee is bumping, as indicated on the immediately prior posting for the position, except where the Employer can demonstrate that there has been a bone fide change in the requirements for the position.
- (e) If the position into which the employee has chosen to bump is less than full-time, the employee may bump into the position which most closely approximate the hours of the position from which the employee has been displaced.
- (f) Employees who bump will be given up to three (3) months to demonstrate their ability to perform the duties and responsibilities. An employee who fails to perform satisfactorily or is dissatisfied in the first position into which that employee bumps, will be given a second opportunity to bump.
- (g) Notwithstanding all of the provisions of Article 12.7, the Employer and the Union may agree on another arrangement for a bumping situation.
- (h) If an employee was displaced and returns to the position they were displaced from within a twelve (12) month period, they shall receive the step level they were at, as if they had never left the position.

12.8 Layoff

An employee who has not been placed in another position and: (1) cannot or chooses not to bump, or (2) has not performed satisfactorily in a second position into which the employee bumped, will be laid off.

12.9 Recall

Before a vacancy is posted, the Employer and the Union shall consult in good faith as to whether any laid off employee should be recalled to that position. Recall will then be in order of seniority for work the employee is qualified to perform. An employee recalled to a classification other than the employee's former classification, will be offered the salary closest to the employee's former salary. An employee will be recalled to a higher pay classification only by mutual agreement between the parties.

12.10 Notice of Recall

A written notice of recall will be forwarded via registered mail to the last-known address of the employees, or handed directly to the employee. A copy of the notice will be sent to the Union. The employee will be given eight days in which to respond.

12.11 Response to Recall

A laid off employee has the right to refuse any recall to a position outside the employee's own classification at the time of layoff. A laid off employee has the right to refuse recall before the expected recall date started on the notice of lay-off.

An employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:

- the employee is recalled, and fails to respond indicating intention to accept or not to accept the position offered;
- the employee has agreed to accept a recall, and then fails to return to work on the date and at the time specified, unless such is prevented by circumstances beyond the employee's control.

12.12 Status during Recall to Non-Permanent Position

A permanent employee who accepts a non-permanent position as outlined in this article, will retain all rights of permanent employee status until an appropriate permanent position is obtained.

12.13 Benefits during Lay-Off

A laid off employee will be considered to be on leave of absence without pay. Benefits will be available as per Article 19.4.

12.14 Termination

When an employee has been laid off for a continuous period of twelve months, employment will be considered terminated as per Article 10.2(d).

12.15 Re-Employment after Indefinite Layoff

- (a) All employees shall receive written notice of lay-off including options available to the employee. Upon request, the employee can meet with the Employer. A Shop Steward may be present if the employee requests. Employees may choose any or all of the following options:

- (i) Laid-off employees shall indicate in writing the positions they wish to be considered for should a vacancy arise. Should any of these positions become vacant, the employee's name will automatically be entered with the names of other applicants from within the bargaining unit. The position shall be filled in accordance with the terms of the Collective Agreement.
- (ii) While on lay-off, the employee will be given priority, in order of seniority, for temporary or casual work in positions for which they are qualified provided the employee had previously notified the Employer she wished to be considered for the position. Acceptance or rejection of such employment will not prejudice the employee's right to be re-employed under (i) above or recalled under Article 12.9.

12.16 Notice of Recall

If the lay-off was for an indefinite period a written notice of recall will be forwarded via registered mail to the last-known address of the employee, or handed directly to the employee. A copy of the notice will be sent to the Union. The employee will be given three (3) days from receipt of the notice in which to respond.

12.17 Response to Recall

A laid off employee has the right to refuse any recall to a position outside the employee's own classification at the time of layoff. A laid-off employee has the right to recall before the *expected* recall date stated on the notice of lay-off.

An employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:

- the employee on indefinite lay-off is recalled and fails to respond indicating intention to accept or not to accept the position offered;
- the employee has agreed to accept a recall or has been given a fixed recall date on the notice of lay-off and then fails to return to work on the date and at the time specified unless such is prevented by circumstances beyond the employee's control.

12.18 Status during Recall to Non-Permanent Position

An employee who accepts a casual position as outlined in this article will retain all rights until an appropriate permanent position is obtained.

12.19 Technological Change

The parties recognize that the employer and their employees are affected by the rapid expansion of knowledge and the constant modification of technology. This may require employees to modify their job site and skills from time to time.

12.20 Reduction in Work Force

If the work force is reduced due to technological change and employees whose jobs are being eliminated are not entitled to the rights and benefits conferred by Saskatchewan legislation, they will be entitled to the benefits outlined in Articles 12.3 to 12.18.

If any permanent employee's job is eliminated because of technological change, the affected employee will be given three months' notice in writing. In addition, the Employer, when it becomes aware that any employee's position will be eliminated because of technological change, will notify the Union, and consultation will be initiated (See Article 12.21).

12.21 Consultation

In an attempt to keep employees apprised of current and anticipated modifications to the day-to-day work techniques of various classes of employees, the Employer and the Union agree to meet from time to time as necessary. In addition, when the Employer becomes aware of impending significant technological change, it will undertake to call such a meeting.

In cases of technological change which directly affects conditions of employment, the Employer and the Union agree to enter into consultation at the request of either party.

Consultation may include such things as: the nature of change to be introduced; timing of such; reassignment of duties; effects on terms and conditions of employment; plans for retraining relative to existing employees adapting to new equipment or work methods; establishment of a rate of pay to be provided during training, and arrangements for the periodic assessment of an employee's progress while in training.

Where permanent positions are being abolished, such consultation may consider training and/or redeployment.

Such training may be for an existing position on campus or may only be intended to supplement an employee's skills. Where retraining and/or redeployment does not take place, then the provisions of Article 12 will apply.

12.22 Severance Pay

An employee who loses seniority rights (Article 10.2 d) will receive pay on the basis of two weeks' pay at the employee's current salary for every year or portion of a year's service to a maximum of 15 months pay.

12.23 Other Applicable Clauses

In the event that a permanent employee's position is eliminated due to technological change all the provisions of clauses Articles 12.3 to 12.18 apply.

12.24 Grievances Concerning this Article

Grievances concerning this article shall be initiated within thirty days of the commencement of a layoff or the notice or recall, at the first stage of the grievance procedure, and directed to the Food Services Director.

ARTICLE 13 – DISCIPLINE

13.1 Principle of Innocence and Burden of Proof

Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

13.2 Progressive Discipline

The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate.

13.3 Discipline Grievable

Any disciplinary action may be grieved. If the grievance is upheld the employee will be reinstated without loss of pay or benefits and all references to discipline will be removed from the employee file.

13.4 Disciplinary Procedure

If an employee is formally disciplined, it will be done with the Shop Steward present. The disciplinary action taken may include verbal warning, written warning, suspension or dismissal, depending on the severity of the incident.

The disciplinary action taken will be documented in writing and given to the employee, with a copy to the Union.

13.5 Warnings on File

Verbal and written warnings shall stay on the employee's file for up to two (2) years, unless further disciplinary action is taken during this time. Written warnings and suspension notices shall stay on the employee's file for up to four (4) years unless further disciplinary action is taken during this time.

13.6 Dismissal

The Employer reserves the right to dismiss any employee for just cause. If not just causes has been proved, the employee shall be reinstated without loss of pay *or benefits*.

ARTICLE 14 – GRIEVANCES

14.1 Definition

Whenever a difference shall arise between the parties hereto or any person bound by this Agreement concerning its interpretation, application, operation or alleged violation, the difference shall be dealt with in accordance with the procedures herein outlined.

14.2 Administrative Grievance

Grievances involving interpretation or administration of the Collective Agreement signed by a duly authorized Union official and not involving a specific individual, and grievances by a group of employees shall be taken directly to Stage 2 of the following procedure.

14.3 Informal Resolution

An employee(s), before initiating a formal grievance must first refer the matter to the Food Services Director or the individual responsible for making the decision which is the subject of the grievance. The employee(s) shall be accompanied to the meeting by the Shop Steward or other Union representative if the employee(s) wishes. If the matter is not settled satisfactorily, the employee(s) may refer the matter to the Union for presentation at Stage 1.

14.4 Recognition of Union Steward and Grievance Committee

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

14.5 Permission to Leave Work

The Union recognizes that each Steward or designated Union representative is employed full time by the Employer and that such a person will not leave work during working hours without permission in order to perform duties under this Agreement. Such permission will not be unduly withheld and the Steward or designated Union representative will not be hindered, coerced, restrained or interfered with while investigating a grievance or presenting an adjustment as provided in this Agreement.

14.6 Stage 1

If the Union considers the grievance to be a legitimate one it shall refer the written grievance signed by a duly authorized Union official or by the employee(s) concerned, to the Food Services Director. In order to be accepted, a copy of the grievance must reach the Food Services Director within thirty calendar days of the incident which is the subject of the grievance, except as provided for in Article 13. Grievances submitted after these time limits will not be accepted.

Within seven working days of receiving the grievance, the Food Services Director shall render a decision in writing.

14.7 Stage 2

If such reply is not satisfactory, the Union may forward the grievance in writing to the District Manager or his/her designated representative within seven (7) days of the Stage #1 reply. The District Manager or his/her designated representative shall reply within seven (7) days.

In determining the time limits in this clause, Saturdays, Sundays, and Statutory Holidays shall be excluded.

14.8 Stage 3 – Arbitration

Time Limit:

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within ten (10) days, submit the grievance or matter in dispute to Arbitration in accordance with this Article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the Arbitrator or Arbitration Board and the arbitration proceeds as quickly as possible.

14.9 Arbitrator or Arbitration Board

If the parties mutually agree the grievance may be submitted to a sole arbitrator.

14.10 Selection of Single Arbitrator

The party referring the grievance to arbitration will provide the other party with the name or a list of names acceptable as arbitrator. The other party may agree to a submitted name or within seven days provide an alternate name or list of names. If the parties are unable to agree to an arbitrator within a further seven days either party may apply to the Minister of Labour to appoint an arbitrator.

14.11 Composition of the Board

The Arbitration Board shall consist of three members. One shall be named by the Employer and one named by the Union. The parties to the Agreement shall endeavour to agree on a third member who shall act as Chair of the Board. Each of the parties to this Agreement shall have their respective Board member selected and made known to each other within seven working days of notice being given by either party for the establishment of the Board.

14.12 Selection of the Chair

The two parties shall endeavour to agree on the selection of a Chair within twenty-one working days of the notification of the grievance being submitted for arbitration. In the event of their failure to agree on a Chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan, who shall be asked to name a Chair.

14.13 Hearing

The Arbitrator or Board, having been selected by the above procedure, shall meet, hear the evidence of both parties, and render a written decision within sixty days if a Board or thirty days if a sole Arbitrator, from the completion of taking evidence. The decision of the Arbitrator or a majority of the Board on the matter at issue shall be final and binding on both parties, but the Board or the Arbitrator shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

14.14 Time Deficiencies

Any Arbitrator or Board of Arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonable enforced. The Arbitrator or Board may decide to deal with the case placed before it, despite such minor time deficiencies.

14.15 Disciplinary Action

The Arbitrator or Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

14.16 Expenses

The fees and expenses of the Arbitrator or Arbitration Board Chair shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses and those of its Board member.

14.17 Time Limits

The time limits imposed by the foregoing provisions may be waived by the parties upon agreement through local negotiations.

14.18 Union may Institute Grievances

The Union and its representative have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Stage 1.

14.19 Facilities for Grievances

The Employer shall provide appropriate space for grievance meetings.

14.20 Authorized Acting Officials

For the purpose of Stages 1 and 2 hereof, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence shall similarly be authorized to act in respect to the procedure outlined herein.

14.21 Representatives of CUPE

In the discussion of grievances with the representatives of the Employer, the Union may at any time be accompanied by a representative of CUPE.

14.22 Grievances Dealt with During Working Hours

As far as practicable, all grievances will be dealt with during working hours, and no employee(s), who are representatives of the Union, will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the Employer.

14.23 Copies of Documents

In the event of a grievance or a disciplinary action, the Employer agrees, upon request, to provide the Union with copies of all documents which the Employer intends to use in regard to the specific grievance or disciplinary action.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Union Leave

a) Casual Union Leave

The Employer agrees that leave of absence without pay, but with maintenance of seniority and pension rights, shall be given to any designated employee for Union business; such leave of absence to be granted for a period not to exceed six months, as the Union requests. Requests for such leave will be made in writing. Permission for an employee to attend to Union business will be conveyed within 48 hours of receipt of the request, except in the case of leave for one week or longer, in which case the permission will be granted within seven working days of when the written request has been received by the Food Services Director.

In addition, the employee concerned shall notify the immediate supervisor as soon as becoming aware that such a request is going to be made by the Union.

An employee on such leave shall return to the former classification, position and salary, subject to any general increases.

b) Leave to Hold Full Time Union Position

Any employee who is selected for a full time union position shall, upon application, be granted leave of absence without pay for a period of up to, but not exceeding, one year. The employee's seniority shall be retained, but not accumulated, during the period of absence. An employee requesting such leave will provide as much notice as possible, but in any event, will be expected to give no less than fourteen days notice.

15.2 Special Leave of Absence

Special leave of absence without pay shall be granted to an employee for good and sufficient reason, but requests therefore must be made in writing to the Food Services Director, with the recommendation of the Supervisor, stating the reason for such leave.

If the leave does not exceed three months, the employee(s) on such leave shall return to their former classification, position and salary, subject to any general increases. If the leave is longer than three months the employee(s) on such leave shall return to a position within the same classification.

Leave will not be granted to an employee in order to accept other gainful employment unless approval is granted by the Union in advance. If such leave is taken without Union approval, the Union reserves the right to adjust the employee's seniority date.

15.3 Leave for Jury Duty

When a permanent or term employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

15.4 Education Leave

a) Writing Examinations

An employee will be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations which are relevant to the employee's occupation, providing it is the first time of taking leave to sit for this particular examination, or portion of an examination.

b) Educational Assistance

If it is the intention of the Employer to encourage employees to undertake upgrading and self-development courses in order to prepare themselves for career development. Therefore, an employee who has at least one year's seniority may receive financial assistance for tuition and registration costs in any company approved course of study.

The courses may be Home Study, Adult Education Night School or other program at a School, College, or other accredited Educational or Training Institution. **This will be done on a case by case basis.**

c) Reimbursement for Volunteer Courses

Approved Educational Assistance programs will be reimbursed for one-half of tuition or registration, conditional upon successful achievement of passing grades. The employee must still be employed by Compass at the time of completion of the course. Grades and receipts for payment must be submitted to the Food Services Manager.

d) Reimbursement Directed Courses

Any course or program that an employee is requested by the Employer, will be paid for by the Employer.

e) Leave for Seminars and Conferences

The Food Services Director may grant leave with pay and benefits to attend conferences, seminars, etc., in job related areas. Assistance with tuition fees, registration fees and expenses may be paid by the Employer or from the Education Fund outlined above.

f) Required Courses

Where the Employer requires an employee to take a specified course, the Employer shall allow such time off without loss of pay. Where required classes are taken outside normal working hours, an equivalent number of hours off work will be granted.

15.5 Compassionate Leave

If required by the circumstances, from one-half to three days of regularly scheduled work days' leave shall be granted by the Food Services Director because of the death of, or life-threatening illness of, a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate family.

The request is made to the Food Services Director as soon as possible and confirmed in writing. The time off will be granted as requested.

The Food Services Director may, at his/her discretion, under certain circumstances and after the receipt of an application in writing:

- grant additional time off with or without pay;
- give consideration for leave to attend the funeral of other close relations.

Spouse shall include a same sex spouse.

15.6 Urgent Personal/Family Leave

Upon application to the Food Services Director (to be confirmed as soon as possible in writing) an employee may be granted up to two (2) day's leave with pay (to be deducted from the employee's sick leave accumulation) personal/family related situations which require the employee's involvement. The Employer reserves the right to request documentation validating the need for the leave.

15.7 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offence which requires a court appearance, the employee shall be entitled to leave of absence without pay and without loss of seniority or accrued benefits; such leave to cover time required for pre-trial legal consultation, court appearance, and pre-trial legal custody. In the event of being found guilty of an offence not involving the Employer, the employee may be granted leave of absence to cover the period of incarceration.

15.8 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after successful completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during her pregnancy provided she can supply a medical certificate as to her fitness to do so, if so requested.

15.9 Length of Maternity/Adoption/Parental Leave

Maternity/adoption/parental leave shall cover a period of up to fifty-two (52) weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

The Leave shall normally be taken within fifty-two (52) weeks of the birth or adoption of the child.

15.10 Benefits during Maternity/Adoption/Parental Leave

The employee's accumulated sick leave and vacation leave at the time the employee commences leave shall be retained to the employee's credit, but if the total leave excess thirty days, the employee shall not accumulate sick leave or vacation credits during her leave.

Supplementary Unemployment Benefits: The Employer will pay the difference between approved Employment Insurance Benefits, to birth mothers to a maximum of fifteen (15) weeks, subject to the condition that the member's earnings (from Employment Insurance, earnings, and any other source) cannot exceed ninety-five per cent (95%) of earnings. Benefits coverage, including the accumulation of sick leave and vacation leave credits, will be in accordance with Article 19.

15.11 Seniority Status during Maternity Leave

The employee shall continue to earn seniority during the leave.

15.12 Procedures upon Return from Maternity/Adoption/ Parental Leave

When an employee decides to return to work after maternity/adoption/parental leave, he/she shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave, if the leave does not exceed fifty-two (52) weeks, the employee shall be placed in the employee's former position, classification and salary, subject to any general increases. If the total leave exceeds twenty-six weeks, the employee shall return to the first vacancy available in her group, at or below her former classification; however, the employee's position may be protected by mutual agreement. If she returns to her former classification, her salary will be the same as when her leave commenced, subject to any general increases. If he/she is placed in a lower classification, the salary will be at the same level or next lower to her former salary, subject to any general increases. If the total leave exceeds thirty days, the employee's increment date will be set back accordingly.

ARTICLE 16 – HOLIDAYS

16.1 Named Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day
Family Day	

16.2 Compensation for Holiday Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: the following Monday will be deemed to be the holiday with pay.

16.3 Compensation for Holiday Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: The following Monday (or Tuesday, where the preceding clause applies to the Monday) shall be deemed to be the holiday.

16.4 Compensation for Non-Shift Workers Working on a Holiday

An employee who works on any of the above holidays shall be paid at the rate of double time in addition to regular monthly salary. The employee may choose to take a portion (up to one day) of the above compensation in time off.

16.5 Compensation for Holiday Falling on a Shift Worker's Regular Working Day

When the actual day of any of the above holidays falls on a shift worker's regularly scheduled day of work, the employee shall:

be given the day off without loss of pay:

OR

if the employee works, be paid at the rate of double time in addition to regular monthly salary. If it is mutually agreed, the employee may choose to take a portion (up to one day) of the above compensation in time off.

16.6 Compensation for Holiday Falling on a Shift Worker's Regular Day Off

When the actual day of any of the above holidays falls on a shift worker's regularly scheduled day of rest, the employee shall:

be given an additional day off, or if this is not possible, one additional day's pay:

OR

if the employee works, the employee will be paid at the rate of double time in addition to regular monthly salary. In addition, the employee's day off will be rescheduled to another day by mutual agreement; however, if this is not possible, the employee shall be given one additional day's pay.

16.7 Casual Employees

Casual employees are entitled to 5% (1/20) of their regular wages earned in the four weeks (28 calendar days) immediately preceding the paid holiday.

ARTICLE 17 – VACATION

17.1 Accumulation

The following provisions accrue to employees, provided seniority is not broken. During the first five years of service, an employee will accumulate vacation at the rate of five point seven five percent (5.75%). At the end of five years of services, an employee will commence earning vacation at the rate of seven point six six percent (7.66%).

At the end of seventeen years of service, an employee will commence earning vacation at the rate of nine point five eight percent (9.58%). At the end of twenty-three years of service, an employee will commence earning vacation at the rate of eleven point four nine percent (11.49%).

Service is defined as being actively at work or on approved leave of absence with pay, including sick leave and vacation; or on maternity leave, but does not include leave of absence without pay in excess of 31 calendar days (See Article 19.4).

Calculations are made from the 16th of one month to the 15th of the next, and during the first and last month of employment; earnings of vacation leave shall be prorated, but always in the employee's favour.

17.2 Use of Vacation

Employees may use only vacation leave accumulated to the preceding April 30th. (For special circumstances see Article 17.4).

17.3 Vacation Year

All annual vacations accrued by April 30th of any year shall be taken by April 30th of the succeeding year. (For special circumstances see Article 17.4.)

17.4 Special Circumstances

In special circumstances (such as a planned extended vacation) employees may have consideration given to vacation arrangements outside of Clauses 17.2 and 17.3 by submitting a written application to the Food Services Director.

17.5 Time of Vacation

Employees, insofar as the regular operation of Food Services permits, will be allowed to take their vacations at the time they request.

17.6 Holiday during Vacation

When a holiday falls within an employee's annual vacation, such employee shall be granted one additional day's vacation.

17.7 Equal Opportunities

As far as possible, annual vacation shall be arranged to secure equal opportunities of advantageous periods to all employees without regard to seniority.

17.8 Shift Workers

Shift workers' annual vacations shall commence the day following an employee's weekly day or days off, unless otherwise mutually agreed.

17.9 Pay

Employees will have vacation pay paid on each pay cheque.

17.10 Approved Absence during Vacation

Where in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) is granted sick leave as a result of being seriously ill, seriously injured, or hospitalized, provided this is verified by a medical certificate, or
- (c) is granted for other approved leave of absence,

the period of vacation so displaced shall, if requested by the employee and approved by the Food Services Director, be either added to the vacation period or reinstated for use at a later date. Leave granted in (a), (b), or (c) above shall not be unjustly withheld.

17.11 Application for vacation is to be filled out on a Compass Group vacation request form.

Vacation requests are granted on the basis of:

1. Seniority will be the deciding factor until June 1st after which vacations will be awarded based on first submissions basis;
2. Operational requirements;
3. Advanced notification;
4. Date of receipt of submission.

Vacation request forms are to be submitted by June 1st for the vacation year May 1st – April 30th. The form must be handed to the Director or Manager and he/she will initial the submission date. Approvals for vacations will be returned by June 30th.

Vacation requests after June 1st will be considered but this will be on a first come first serve basis and based on operational requirements.

ARTICLE 18 – SICK LEAVE

18.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician, including donation of organs; chiropractor; or dentist; donating blood; or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The Employer shall make a reasonable attempt to backfill a vacancy within three (3) days of the individual's absence.

18.2 Two Week Waiting Period

Subject to the availability of sick leave credits, sick leave may be used to offset the two week waiting period for eligibility of receipt of employment insurance benefits for the birth mother. The employee may be required to produce proof of disability.

18.3 Rate of Accumulation

For sickness and other disability credits when an employee, other than casual, commences employment on the first day of the month, the employee shall be allowed without deduction in pay, one and one-quarter days for each month of service. Where an employee commences employment on or before the 15th of the month, the commencement date, for the purpose of this section only, shall be deemed to be the first of the month in which employment commenced. If the commencement date is after the 15th of the month, it shall be deemed to be the first of the following month. Monthly calculations are from the 16th of one month to the 15th of the following month.

18.4 Accumulation of Sick Leave

All unused portions of sick leave as of May 31st, 2011 will be available. Effective June 1, 2011 a maximum of 45 sick days can be accumulated.

18.5 Illness in the Family

Where no one other than the employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply (by telephone, confirmed in writing) to the Food Services Director for permission to have up to five days of accumulated sick leave per illness for this purpose.

Serious illness need not mean life threatening and it is understood the seriousness of the illness may be related to the age of the family member.

18.6 Deductions from Sick Leave Accumulation

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work hours for each employee. Usage of paid sick leave on each occasion of disability is limited to a period of one year.

18.7 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five working days certifying that the employee was unable to carry out duties due to illness. The Employer reserves the right at any time during an illness to request either a medical certificate to be submitted signed by a medical doctor, or that the employee undergo at the earliest opportunity a medical examination conducted by a doctor specified by the Employer, and at the Employer's expense.

18.8 Sick Leave during Leave of Absence and Lay-Off

When an employee is granted leave of absence without pay or receives lay-off, and such absence exceeds thirty days, the employee shall maintain but not accrue sick leave credits.

18.9 Notification of Sickness or Injury

Every employee who is absent from duty on account of injury or sickness shall notify the Food Services Director or designate as soon as possible, indicating the probable length of absence. If the Food Services Director is unavailable, notification should be made to the appropriate person of the Employer.

18.10 Compensation from a Third Party

When an employee is involved in an accident or any other action that involves the possibility of reimbursement for time away from work, the employee shall immediately contact the Food Services Director to advise of the facts.

When an employee is compensated by a third party for loss of salary due to complete or partial disability resulting from sickness or accident, the Employer will pay the difference between the employee's regular monthly pay and the payment, computed on a monthly basis, made by the third party during the period of disability, or until the employee's accumulated sick leave has been used up. The reduction of accumulated sick leave in such cases will be made according to the following formula:

Reduction of sick leave (working days)	=	Employer's supplement to compensation
Period of disability (working days)		Regular monthly salary

The Employer may make advances to the employee pending settlement of the claim against a third party, either from sick leave or from the disability plan. Such advances and any employer benefit plan costs pertaining thereto will be repaid to the Employer when settlement is obtained from the third party, minus a prorata share of any legal fees and disbursements incurred by the employee to recover a claim, provided that the employee will, at the request of the Employer, agree to initiate a review through the Law Society of the reasonableness of the solicitor's account in the event the Employer considers the account to be unreasonable.

Where the Employer becomes aware of the potential of a third party claim, pursuant to this clause, the employee will be required to sign a written agreement to immediately repay when settlement is obtained.

Upon request of the Employer, the employee will produce an affidavit setting forth the amount of compensation received from the third party.

18.11 Investigation of Accidents

The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries and the scene shall be investigated as soon as possible. The Employer agrees to provide the Union with copies of all Workers' Compensation Board reports that are not confidential.

18.12 Injury Pay Provisions

An employee who is injured at work and is required to leave for treatment or is sent home by a supervisor or attending physician as a result of such injury shall receive payment for the remainder of the shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

18.13 Transportation of Accident Victims

Transportation to the nearest physician, or to hospital or home will be provided at the expense of the Employer for employees incapable of using their normal form of transportation except when compensated for transportation by a third party.

18.14 Sick Leave beyond Retirement Age

When an employee is retained beyond normal retirement age, all sections of this article apply except that continuation of employment will be reviewed every three months and the maximum sick leave credits which may be held to an employee's credit during an extension will not exceed the equivalent of twenty working days.

18.15 Sick Leave Credits Exhausted

No employee's services shall be terminated by virtue of having exhausted sick leave credits.

ARTICLE 19 – EMPLOYEE BENEFIT PLANS

19.1 Employee Benefit Plans are as per (Appendix 'B') Attached.

19.2 Employee Status while on Disability Plan

An employee drawing benefits from either the Wage Continuation Plan or the Long Term Disability Plan will retain seniority rights in the same manner as if at work. The employee will retain coverage in the group insurance plan including the pension plan, extended health and the dental plan.

19.3 Return to Work

An employee who returns to work after being on the Wage Continuation Plan or the Long Term Disability Plan and who is able to satisfactorily carry out the duties of the classification which was held immediately prior to the commencement of the disability will be placed in the position the employee left or, if that is not possible, in one with the same classification as that previously held.

19.4 Sick Leave, Vacation Leave and Increment Date

An employee who is on the Wage Continuation Plan or the Long Term Disability Plan will be considered to be on leave of absence for application of this clause.

If leave of absence (except as provided in Articles 15.1 and 15.3) exceeds thirty calendar days, credits for sick leave and vacation leave will not be accumulated during the period of absence and the increment date shall be set back accordingly.

If the leave of absence is for less than thirty-one calendar days, the increment date will not be affected, and the employee will continue to accumulate sick leave credits and vacation credits in the normal manner.

Employees who are receiving supplementary Employment Insurance Benefits during a maternity leave shall continue to accumulate sick leave and vacation credits as if at work, and anniversary dates for accumulation of additional vacation credits shall be unaffected by periods of maternity leave for which the employee is receiving Employment Insurance Benefits. The employee will retain coverage in the group insurance plan, including the pension plan, extended health plan, wage continuation and disability plans and the dental plan.

19.5 Group Insurance, Dental Plan, Long Term Disability

If the leave is for less than thirty-one days, the employee will continue to be covered.

If the leave is for less than thirty-one days to six months, the employee is required to prepay the premiums or make arrangements for payment.

If the leave extends six months, the employee has the option of dropping coverage beyond six months (and being subject to the waiting period upon return) or continuing coverage beyond six months by paying both the employee's and the Employer's premium cost.

In any case, all coverage will terminate after a full twelve-month period of leave of absence.

19.6 All employer paid premiums will continue through seasonal layoffs. Employee paid premiums will continue to be paid by the employee during seasonal layoffs.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

20.1 Promotion of Safe Work Habits

The parties of this agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the Provincial Occupational Health and Safety Act (1993) and related Provincial Regulations (1996).

20.2 Joint Health and Safety Committees

Joint Occupational Health and Safety Committee shall be established in accordance with the Saskatchewan Occupational Health and Safety Act (1993).

Minutes of the three (3) most recent committee meetings shall be posted in the workplace. Minutes of all committee meetings shall be provided to the Union.

20.3 Safety Measures

All employees will be provided with adequate and sufficient training, education, tools, and safety equipment in order to safely perform all tasks related to their job.

The training, tools, and equipment determined by the employer or designated representative will be consistent with the requirements of the Saskatchewan Occupational Health and Safety Act (1993) and Regulation (1996).

20.4 Educational and Training Programs

The Employer, in consultation with the appropriate Occupational Health and Safety Committee, will develop and implement educational and training programs relating to the health and safety of workers, at no cost to the employees, and to be conducted during normal work time. On-line training completed at home will be determined on time allotted and paid at regular time.

20.5 Time Off for Training

With the prior consent of the Food Services Director, Union members of Health and Safety Committees shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Employer for instruction and upgrading on health and safety matters.

20.6 Training on New Equipment

Employees who feel they have not had opportunity for training on new equipment which they are required to operate as part of their normal duties should first discuss the issue with the Food Services Director.

20.7 Safety and Health Reports, Records and Data

Reports of every accident or occurrence of an occupational disease at the work site will be provided to the appropriate Occupational Health and Safety Committee. The Committee members may request any pertinent health and safety records held by the Employer which are not confidential.

20.8 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee(s) or any member of the Safety Committee, is unsafe, until an Occupational Health Officer or an Occupational Health Committee established under the Occupational Health Act, 1972, has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

ARTICLE 21 –WORKPLACE HARASSMENT AND VIOLENCE POLICY

21.1 The Union and the Employer agree to follow the Compass Group Anti Harassment/Discrimination Policy and Anti Violence Policy.

ARTICLE 22 – MISCELLANEOUS

22.1 Itemized Statement

Employees can request to view their sick leave entitlement upon request. The employee will provide the Employer with reasonable notice.

22.2 Clerical Errors

Clerical errors made relative to an employee's salary or benefit plans will be adjusted, but in such a way as not to prejudice the rights of the employee.

22.3 Rest Breaks

Employees who work eight hours will be permitted two fifteen (15) minute rest breaks and one half (1/2) hour unpaid meal break. Employees who work at least four hours are entitled to one fifteen (15) minute rest break and employees who work more than 5 hours are entitled to one fifteen (15) minute paid break and one half hour unpaid meal break. In the event that an employee is required to fill customer demands, the employee shall have the ability to take their break at an alternate time.

22.4 Notice

An employee is expected to give as much notice as possible when terminating, but in any event will be expected to give no less than fourteen days.

22.5 Provision of Tools

The Employer shall supply all tools and equipment required by the employee in the performance of the employee's duties. Replacement will be made by producing the worn or broken tool. The employee shall return all tools and equipment upon termination.

22.6 Rules and Regulations

When the Employer introduces new rules or regulations concerning employees' conduct on the Employer's premises or during working hours, copies will be posted and also forwarded to the Union Office. Such rules and regulations will be reasonable and will not be inconsistent with any article in the Union Agreement.

22.7 Uniforms

All full time employees will receive 3 uniform shirts or chefs jackets, 2 aprons and 1 hat. Part time employees will receive 1 uniform shirt or chef jacket, 1 apron and 1 hat. These will be replaced when they are worn out. Employees will be required to purchase their own black pants and black non-slip shoes based on the criteria set by management. A yearly clothing allowance of \$150.00 will be provided to full time employees and \$100 for part time employees. This will be paid on June 1st to all employees working at this time; the employees on lay off at that time will be paid upon their return to work. New employees will receive payment when they complete their probation. All articles of the uniform shall be returned to the Employer when no longer required in the performance of duties.

22.8 Protective Clothing

Adequate protective clothing will be provided when the duties performed by an employee are abnormal which will result in the employee's clothing being destroyed or rendered unfit for further use. The type and article of clothing provided will be determined by the employer.

22.9 Travel off Campus

When an employee is required to travel off campus in the Food Services van the driver should be provided with a cell phone for use in emergencies.

ARTICLE 23 – INCREMENTS

23.1 Increment Dates

Increments for all permanent and term employees shall date from the first day of the month nearest to the anniversary date of employment. When an employee is reclassified or promoted to a new position, subsequent increments shall be dated from the first day of the month nearest to the date of change of position unless otherwise mutually agreed to. A casual employee is entitled to receive, upon request, an increment on an accumulated service basis.

23.2 Mid-Point

The mid-point of the month shall be deemed to be midnight between the 15th and 16th day of any month.

ARTICLE 24 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

24.1 Hours of Work

The normal hours of work shall be eight hours per day and forty hours per week, worked on five consecutive days unless otherwise mutually agreed by the parties to this Agreement.

General Provisions Regarding Hours of Work

Sick leave and vacation will continue to be earned on a monthly basis, one day's use (on the basis of the working hours) will be charged as one day.

24.2 Overtime

Employees shall be paid double time for all time worked in excess of the stated regular or altered hours of work for their classification, as stipulated in Article 24.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work for their classification. Any unscheduled overtime opportunities shall be offered within the bargaining unit in order of seniority and qualifications, except where the senior employees have left the work site. Qualifications include the ability to perform work in a specific location.

24.3 Authorization of Overtime

All overtime which is paid by the Employer must be authorized by the Food Services Director, or by a person designated by the Food Services Director. Except in emergency situations, such overtime must be authorized in advance.

24.4 Notification of Non-Permanent

Employees shall notify the Employer within sixty days if their overtime has not been paid.

24.5 Call Back

If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two hours at overtime rates. An employee required to return to work for brief periods of previously scheduled overtime work will be compensated on the basis of a minimum of one hour's work at overtime rates.

24.6 Provision of Meal

Where an employee is required to work continuously beyond normal quitting time in excess of two hours, or is required to return to work for overtime purposes for a period in excess of four hours, the Employer agrees to provide a suitable meal.

24.7 Overtime Voluntary

Overtime shall be voluntary except in emergencies. Emergency shall be (defined) as a sudden or unusual circumstance which the Employer cannot have planned for in advance.

24.8 Part-Time Employees

Employees who are employed to work fewer than the stated regular hours of work for their classifications may not be required to work additional hours without mutual agreement.

24.9 Minimum Shift

Any employee scheduled or called in, shall be entitled to a minimum payment of three hours at the appropriate rate for each occasion on which the employee reports to work.

24.10 Unsocial Hours of Work Premium

For time actually worked, a permanent or term employee will receive an additional seventy-five cents (\$0.75) per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. If the majority of an employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.

24.11 Premium not Paid if Choice

When an employee chooses to work unsocial hours rather than social hours as scheduled, the premium will not be paid.

24.12 Premium not Paid on Overtime

The premium will not be paid on overtime.

24.13 Minimum Unsocial Work

The Employer agrees that where possible and subject to the safe and efficient operation of the Food Services, shift scheduling will be kept to a minimum of persons required on holidays, Saturday(s) and Sunday(s).

24.14 Bilingual Bonus

An employee shall receive a bilingual bonus of seven per cent (7%) per month, providing the job requires on a continuing basis, fluency in speaking, reading or writing in a language other than English and it is specified as "bilingual" by the Food Services Director. Employees may apply in writing to the Employer.

24.15 Pay for Temporary Class

When an employee is required or expected to perform the principle duties of a higher paying position for which a salary range has been established such duties are for a period in excess of three (3) days in a pay period, the employee will be paid at the salary level of the new work they are performing or an additional premium of six percent (6%), whichever is greater.

24.16 University Closure

In the event the University closes short term due to adverse weather conditions or emergencies, the employees that were scheduled to work for that day(s) will be paid at the regular rate of pay.

ARTICLE 25 – THE AGREEMENT

25.1 Duration

This Agreement shall be effective from **June 1, 2014** and shall remain in force and effect up to **May 31, 2017**, and from year to year thereafter, but either party may, not less than **sixty** days nor more than **one hundred and twenty** days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

25.2 Previous Agreements

This Agreement and the addenda thereto, supersedes all previous agreements and letters of intent.

25.3 Previous Provisions

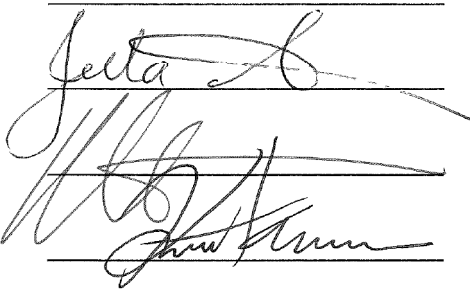
Nothing in this Agreement shall affect any provisions or concessions already in existence which are more favourable to any employee than those contained in this Agreement.

25.4 Conflicting Laws

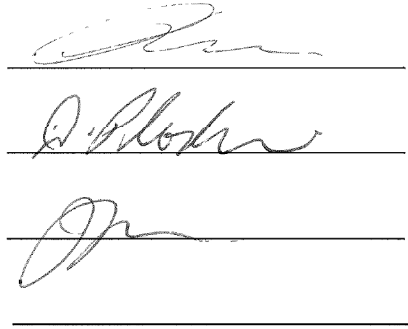
If any provision of this Agreement or of any Collective Agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the law.

IN WITNESS THEROF the parties hereto have caused these presents to be executed this
18 DAY OF March, 2015.

**ON BEHALF OF THE COMPANY
COMPASS GROUP CANADA LTD.**



**ON BEHALF OF THE UNION
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5791**



/dw cope491

FOOD/BEVERAGE POLICY

All associates who work a shift of three (3) hours or more will be charged \$1.50 per shift, to offset the cost of such food and/or beverages. Food/beverage deductions will automatically be deducted from an associate's pay.

During an associate's 15 minute break, he/she is entitled to a snack and a beverage.

During the ½ hour meal break, an associate is entitled to a meal including a beverage and a dessert item.

The meal is to be a menu item – no special meals permitted.

Snack includes a baked item or a piece of fruit.

Food and Beverages not permitted:

- Any packaged item (yogurt, chocolate bars, chips, sushi, etc.)
- Bottled beverages are not permitted except bottled water and bottled pop
- Starbucks specialty drinks (for example, espresso, latte and misto teas)
- Milk or soy milk

All meals and snacks are to be consumed only during breaks. No meals or snacks may be consumed before or after the shift. Product is not to be taken off unit premises.

LETTER OF UNDERSTANDING

EMPLOYMENT OF CASUAL STUDENT EMPLOYEES

The Company and the Union agree that students as casual student employees are permitted to perform bargaining unit work under certain conditions.

They will be considered to be casual student employees. Casual student employees shall be defined as an employee who is appointed to work that due to its duration of shift, schedule, or staffing considerations cannot be scheduled with bargaining unit members.

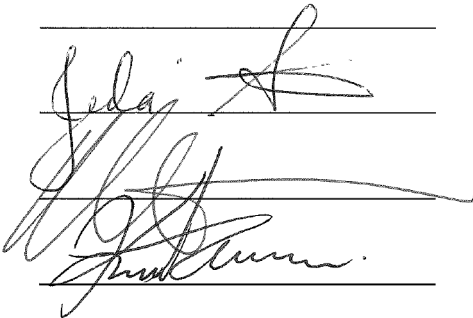
Except for circumstances beyond the control of the Employer, the parties agree that casual student employees will not be offered work assignments in excess of 20 hours per pay period. A casual student employee is compensated at the new hire rate of pay for the classification less fifteen (15%) percent.

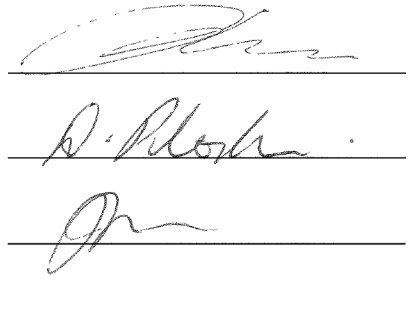
It is the intent of the parties to preserve the existing work performed and relationships between CUPE Local 5791 and COMPASS Canada Ltd. and not displace or circumvent the hiring of permanent employees. It is not the intent of the Employer to use casual student employees unless there are no bargaining unit employees available and willing to perform work needed.

Dated this 18 day of March, 2015

**ON BEHALF OF THE COMPANY
COMPASS CANADA LTD.**

**ON BEHALF OF THE UNION
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5791**





APPENDIX A– RATES OF PAY

June 1, 2014- 1% increase

June 1, 2015- 2% increase

June 1, 2016 -2% increase

		START	1 YEAR
Supervisor	June 1, 2014	15.81	16.61
	June. 1, 2015	16.13	16.94
	June. 1, 2016	16.45	17.28
General Help	June 1, 2014	12.86	15.00
	June. 1, 2015	13.12	15.30
	June. 1, 2016	13.38	15.61
Casual General Help	June 1, 2014	12.09	12.86
	June. 1, 2015	12.33	13.12
	June. 1, 2016	12.58	13.38
Cook 1	June 1, 2014	12.86	15.00
	June. 1, 2015	13.12	15.30
	June. 1, 2016	13.38	15.61
Casual Cook 1	June 1, 2014	12.09	12.86
	June. 1, 2015	12.33	13.12
	June. 1, 2016	12.58	13.38
Cook 2	June 1, 2014	15.81	16.61
	June. 1, 2015	16.13	16.94
	June. 1, 2016	16.45	17.28
Cook 3	June 1, 2014	18.22	19.29
	June. 1, 2015	18.58	19.68
	June. 1, 2016	18.95	20.07

Current Employees at higher rates remain and receive annual % increases.

Porter positions become Supervisors.

Cafeteria Worker 2 becomes Supervisor.

APPENDIX B – BENEFITS

EMPLOYEE BENEFITS **FOR COMPASS GROUP CANADA LTD. EMPLOYEES AT** **THE UNIVERSITY OF REGINA**

ELIGIBILITY

Each employee who works 20 hours a week or more will be eligible for benefits described herein the first of the month following three months of employment.

LIFE INSURANCE

Participation in the Life Insurance program is mandatory.

Basic life insurance coverage in the amount of \$25,000 is provided in the event of the employee's death.

The premium for this benefit is paid for 100% by the Employer. All benefits under this program are subject to the terms and conditions of the master policy.

ADDITIONAL LIFE INSURANCE

Participation in this program is optional.

Each employee may purchase additional group life insurance up to 600% of their basic annual earnings to a maximum of \$500,000.

The premium for this benefit is paid 100% by the Employee. All benefits under this program are subject to terms and conditions of the master policy.

DEPENDENT LIFE INSURANCE

Participation in this program is mandatory if the employee opts for Dependent Extended Health Coverage, otherwise it is optional.

Each employee may purchase coverage for his/her dependents as follows:

- Spouse \$5,000
- Child under 21, unmarried, up to 25 years of age if attending school, \$2,500

The premium for this benefit is paid 100% by the Employee. All benefits under this program are subject to the terms and conditions of the master policy.

EXTENDED HEALTH CARE

Participation in this program is mandatory.

The Extended Health Care program provides coverage that is not provided by the provincial Medicare program. A description of this plan is contained in the benefit information package provided to each employee.

Highlights of the program are as follows:

- 80% Co-insurance on covered items
- \$25 Single/\$50 Family annual deductible
- \$25,000 lifetime maximum on expenses
- Private Room
- Prescription Drugs
- Vision Care: maximum of \$200, every 2 years
- Hearing Aid: maximum of \$300, every 2 years

The premium for this benefit is paid 100% by the Employer. All benefits under this program are subject to the terms and conditions of the master policy.

DENTAL

Participation in this program is optional.

A description of this plan is contained in the benefit information package provided to each employee.

Highlights of the program are as follows:

- 100% Co-insurance on BASIC items covered.
- 80% Co-insurance on MAJOR items covered to a maximum of \$1,500 per person per year.
- 50% Co-insurance on ORTHO items covered to a lifetime maximum of \$1,500 per person.
- No deductible
- Based on current Dental fee guide.

The premium for this benefit is paid 100% by the Employer. All benefits under this program are subject to the terms and conditions of the master policy.

SHORT TERM DISABILITY

Participation in this program is automatic upon eligibility.

Following a 10 day waiting period or exhaustion of accumulated sick days, whichever is later, this program will pay the employee 66.66% of his/her monthly salary for up to 52 weeks, including sick days for which the employee is eligible under any government plan. This benefit is 100% funded by the Employer. All benefits under this program are subject to the terms and conditions of the master policy.

LONG TERM DISABILITY

Participation in this program is mandatory.

After a 1 year waiting period, this program will pay an employee who qualifies under the terms of the plan, 65% of monthly salary to a maximum of \$3,500 per month.

The benefit under this plan will be adjusted up to 3% per year maximum depending on the CPP increase.

This benefit is paid 100% by the Employer. All benefits under this program are subject to the terms and conditions of the master policy.

MONEY PURCHASE PLAN

FOR COMPASS GROUP CANADA LTD. EMPLOYEES AT THE UNIVERSITY OF REGINA

OUTLINE

Effective 1st of the month following ratification

1. Eligibility:

Full Time Employees:

- 2 years continuous service (will waive current Full Time Employees in the Bargaining Unit).

Part Time Employees: (for the purpose of this plan)

- regularly working 20 hours per week or more.

2. Participation:

- Mandatory
- Once a plan member, cannot cease or suspend contributions.

3. Contributions:

- Employee contributes 3.2% of earnings up to Year's Maximum Pensionable Earnings (YMPE) and 5% of earnings thereafter.
- Employer matches employee contribution.
- Contributions to be deposited in the fund monthly.
- Interest credited to the Employee and Employer contributions.

4. Vesting:

- As per provincial requirements.

5. Locking In:

- As per provincial requirements.

6. Death Before Retirement:

- Value of fund payable to the estate or beneficiary.

7. Normal Retirement Age:

- Age 60.

8. Benefit at Retirement:

- Participation to purchase an annuity.

9. Termination of Contract:

- Participant to receive full value of fund, regardless of vesting.

10. Termination of Employment:

- Prior to vesting, employee's contributions plus interest.

11. Trust Company:

- Manulife Financial Canadian Pension Operations.

dw:cope491

YOU ARE THE UNION

A few “DO’s” and DON’Ts” calculated to test the sincerity of WE who are the Union:

- | | |
|-------|---|
| Do | Study the Constitution |
| Do | Study the Bylaws |
| Do | Study the Agreement |
| Do | Attend as many meetings as possible |
| Do | Get acquainted with the Steward in your department |
| Do | Learn the difference between a legitimate grievance and complaint whether such be frivolous or well founded |
| Do | Memorize the Order of Business and follow it when attending meetings (when in doubt ask guidance of the Chair) |
| Do | Think before WE vote! |
| Don't | Say “Why doesn't the Union” instead of “Why don't WE...?” |
| Don't | Stay away from meetings and gripe about “unwise” decisions afterwards |
| Don't | Go “over the head” of OUR Steward |
| Don't | Think that if things are not to OUR liking there just isn't anything WE as individuals can do about it |
| Don't | Believe the Union is not vitally important to US. Next to OUR home and family, the Union is our most important interest |
| Don't | Leave this booklet at home – carry it at all times |

*"The great appear great to us because we are on our knees.
Let us rise!"*

W.A. Pritchard

Pritchard was originally from Vancouver and was one of the strike leaders in the General Strike of 1919 in Winnipeg who was tried after the strike. He made this statement in court prior to his sentencing.

Printed by Printing Services
University of Regina

CUPE 5791

Union Office

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