Memorandum of Agreement

Between

Compass Group Canada Ltd. Operating at Lord Elgin Starbucks
(100 Elgin Street, Ottawa, Ontario) ("Compas Group")

And

THE HOSPITALITY & SERVICE TRADES UNION, LOCAL 261
("HSTU")

WHEREAS Compass Group has been the food service provider for Starbucks at the Lord Elgin Hotel since June 2, 2014,

AND WHEREAS there is currently no collective agreement in effect between Compas Group and HSTU or any other union in respect of Compas Group employees at Starbucks at the Lord Elgin Hotel, Ottawa,

AND WHEREAS Compas Group is satisfied that a majority of members of the bargaining unit wish to be represented in bargaining by HSTU,

AND WHEREAS the Ontario Labour Relations Board has not made a declaration under section 66,

AND WHEREAS the parties wish to enter into this Memorandum of Agreement on a voluntary basis in order to determine the representation of the affected employees,

THEREFORE the Parties agree as follows

1. Recognition

   Compass Group recognizes HSTU as the sole and exclusive bargaining agent for the employees at Starbucks in the Lord Elgin Hotel, Ottawa, in the bargaining unit described in this Memorandum of Agreement at paragraph 2

2. Bargaining Unit Description

   The Parties agree that the bargaining unit description is as follows

   All employees of the Company employed at the Lord Elgin Hotel Starbucks, 100 Elgin Street, in the City of Ottawa save and except, supervisors, persons above the rank of supervisor, office and clerical staff

3. Working Conditions

   Compass Group and HSTU will respect and apply the terms and conditions set out in the attached Collective Agreement until it is ratified by the parties. The Draft Agreement forms part of this Memorandum of Agreement (the "Draft Agreement")
4 Cooperation

The parties agree to work cooperatively to resolve any issues that may arise as a result of the implementation of the Memorandum of Agreement. Any disputes regarding the interpretation or implementation of this agreement shall be dealt with through the arbitration process set out in the Collective Agreement Grievance and Arbitration provisions or the provisions of the Draft Agreement. The parties agree that the arbitrator appointed shall have the authority to apply and interpret this Memorandum and the provisions of the applicable collective agreement or the Draft Agreement.

Signatures:

Dated this __ day of June, 2014

For HSTU and its Local 261

For Compass Group Canada
COLLECTIVE AGREEMENT

BETWEEN

Compass Group Canada Ltd.
Lord Elgin Starbucks
100 Elgin Street, Ottawa, Ontario

(hereinafter referred to as "the Company")

PARTY OF THE FIRST PART,

AND

THE HOSPITALITY & SERVICE TRADES UNION, LOCAL 261
(hereinafter referred to as "the Union")

PARTY OF THE SECOND PART
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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and the Union, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions and conditions of employment, including hours of work and wages, for all employees who are subject to the provision of this Agreement.

1.02 The Union and the Company recognize that all workers in the food service industry are professional employees deserving of the highest regard and such, the parties agree that the continued success and operation of the Company's establishment is dependant upon their mutual respect for one another's work. The Union, the Company, the non union and union employees will work together to honour the principles of respect and dignity.

ARTICLE 2 - SCOPE

2.01 This Agreement shall apply to all employees of the Company employed at the Lord Elgin Hotel Starbucks, 100 Elgin Street, in the City of Ottawa save and except, supervisors, persons above the rank of supervisor, office and clerical staff.

2.02 Where the male gender is used in this agreement, it shall be understood to include the female gender.

2.03 Persons excluded from the bargaining unit shall not perform work performed by employees within the scope of the Agreement, except in unforeseeable emergency situations, beyond the control of the Company provided that the performance of such work does not result in any loss of shifts or earnings for bargaining unit employees or prevent the future growth of the bargaining unit.

ARTICLE 3 - RECOGNITION

3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.

3.02 The Company shall:
   i) advise new employees of the fact that a Union agreement is in effect, and with the conditions of employment set out in the Collective Agreement.
ii) within seven (7) days after commencing employment, provide new employees with a copy of the Collective Agreement and introduce the employee to his/her union steward(s).

iii) give the Union/steward an opportunity to meet each new employee within regular working hours without loss of pay, for a maximum of thirty (30) minutes during the first week of employment.

ARTICLE 4 - UNION SECURITY

4 01 All present and future employees employed within the scope of this Agreement who have completed fifteen (15) days service with the employer shall, as a condition of employment become and remain members in good standing of the Union for the duration of this Agreement.

4 02 a) Provided the Employer complies with the written direction of the Union for the deduction and/or remittance of union dues, the Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues by monthly payroll deductions.

b) In the event of a shortfall in the collection and remittance of union dues, the Union shall notify the company in writing. This notification shall include, where the Union has information, the total amount of the shortfall and the employees the shortfall relates to. The Company shall thereafter make the required deduction from the affected employees and make the remittance to the Union office. Where the Company has failed to comply, without cause, with the Union’s notification for a period of more than sixty (60) days, the Company shall not make the required deduction from the affected employees, but rather will be responsible for making the payment to the Union itself.

4 03 a) The employer shall deduct and remit to the Union regular monthly Union dues, initiation and reinstatement fees, assessments and/or arrears within fifteen days of the period for which they apply, as directed by the Union, in writing.

b) The Union shall notify the Company, in writing, at least thirty (30) days in advance of any change to its union dues structure.

4 04 Each new employee shall furnish the Company at the time of hire a written authorization in the check-off form prescribed for such deductions. Such written authorization shall be irrevocable for so long as the employee remains employed in a bargaining unit position.
ARTICLE 5 - NO STRIKE OR LOCK-OUTS

5.01 It is agreed that there shall be no strike by the Union, or lock-out by the Company during the term of this Agreement. All disputes shall be processed to the Grievance Procedure as set out in this Agreement.

ARTICLE 6 - DISCRIMINATION

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, place of residence, nor by reason of her/his membership or activity in the Union.

6.02 The Parties agree that the Human Rights Code shall have application in the workplace.

ARTICLE 7 - PRESERVATION OF MANAGEMENT RIGHTS

7.01 The Union acknowledges that, subject to the terms of this Collective Agreement and as is permissible by law, it is the exclusive function of the Company to generally manage the enterprise in which it is engaged and particularly to:

a) Maintain order and efficiency.

b) Hire, lay-off, transfer, promote, discharge, demote, suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement, and provided that a claim of discriminatory promotion, demotion, transfer, lay-off, or rehire or a claim that an employee has been discharged or otherwise disciplined without reasonable cause, may be the subject to a grievance and dealt with as hereinafter provided.

It is understood and agreed that these rights shall not be exercised in a manner that is inconsistent with the terms of this Agreement, and it is understood that a claim by an employee or by the Union that the employer has so exercised these rights, shall be the proper subject of the grievance procedure and shall be dealt with as hereinafter provided.
ARTICLE 8 - STEWARDS

8.01 The Company acknowledges the right of the Union to elect or otherwise appoint, one (1) Shop Steward to assist employees in presenting grievances to representatives of the Company and to perform other union-related duties. The Union will notify the Employer in writing of the name of the shop stewards pursuant to the aforementioned election/appointment.

8.02 It is clearly understood that the Shop Steward will not absent themselves from their regular duties unreasonably or without permission from his/her immediate supervisor, in order to deal with grievances of employees, or with other Union business and that, in accordance with this understanding, the Company will compensate such employees for time spent in negotiations with the Company, and in handling grievances of employees. This does not apply to such activities undertaken outside of regular working hours.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 "Grievances" means any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action by the Company. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article.

9.02 Where a grievance arises, the following process shall apply:

Step 1. Discussion Stage:

Employees having complaints are encouraged to discuss the matter with their Unit Manager, with a steward present, in an attempt to resolve the matter.

Where a matter is so presented, the Unit Manager shall respond to the employee within three (3) days of said discussion of taking place.

Step 2. Grievance:

Failing settlement after Step 1 or in the event Step 1 is by-passed, the grievance shall be referred to the Union where it shall be reduced to writing and presented to the District Manager or his designate.

The District Manager or his designate shall meet with the Union representative(s) with a view of settling the grievance, said meeting to
take place within five (5) days after receiving the grievance or at a time agreed-upon by the parties.

**Step 3. Grievance:**

Failing settlement at Step 2, the Union may refer the grievance to the Labour Relations Director or his designate.

The Labour Relations Director or his designate shall meet with the Union with a view of settling the grievance; said meeting to take place within five (5) days after the Labour Relations Director receives the grievance or at a time agreed upon by the parties.

**Step 4. Arbitration.**

Failing settlement at Step 3, either party may refer the matter to arbitration as set in Article 12 - Arbitration.

9.03 If arbitration is to be invoked, the request for arbitration must be made in writing within five (5) workings days after the grievance has been dealt with at Step 3.

9.04 The time limits as prescribed in Article 9 - Grievance Procedure, Article 10 - Discharge and Disciplinary Cases and Article 12 - Arbitration, do not include Saturdays, Sundays and Statutory Holidays, and may be extended if requested in writing and by mutual agreement of the parties.

9.05 Once a formal grievance has been initiated at Step 2, no Company representative shall enter into separate discussions or negotiations outside the grievance procedure set out above, either directly or indirectly, with the aggrieved employee(s).

**ARTICLE 10 - DISCHARGE CASES AND DISCIPLINARY**

10.01 The Union acknowledges that probationary employees may be dismissed for reasons other than those which would justify the dismissal of non-probationary employees (i.e. a standard lesser than just cause). The probation period shall be ninety (90) days worked from the date on which he commenced to work for the Company. Probationary employees shall be provided with written reasons for their dismissal upon termination. No grievance shall be submitted regarding the termination of a probationary employee unless there is a claim that the termination was arbitrary, discriminatory and/or in bad faith.
10.02 Where any employee with more than ninety (90) days worked of service with the Company is disciplined, discharged or suspended, notice shall be given in writing by the Company to the employee at the time of discipline, discharge or suspension with a copy faxed to the Union Office, giving the reason for the discipline, discharge or suspension. Such action shall be subject to review forthwith by the Company and the Union and shall, if so desired by either party, be treated as a grievance in Step 2 of the Grievance Procedure, within five (5) days of receiving said written notice.

10.03 Such grievances may be settled by confirming the Company’s action in dismissing the employee or by reinstating him in full compensation for time lost, or by any other arrangement that is just and equitable in the opinion of the conferring parties.

10.04 When an employee has been dismissed without notice, he shall have the right to interview his Shop Steward for a reasonable period of time before leaving the premises, providing it does not interfere with the Shop Steward’s duties during peak hours.

10.05 No entry shall be made on an employee’s record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his Shop Steward or the Union Business Representative. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union Office.

10.06 No disciplinary measure may be taken by the Company if more than ten (10) days have passed since knowledge of the facts giving rise to the disciplinary action. This time limit may be extended for a reasonable period of time, with the consent of the parties, to provide the parties with an opportunity to conclude their respective investigation(s).

10.07 A written record of discipline shall be stricken from an employee’s record after twelve (12) months from the date of the incident for which it applies providing that no further incidents of the same nature occur within said twelve (12) month period.

10.08 a) No employee shall be disciplined or discharged without just cause;

b) No bargaining unit employee shall discipline another bargaining unit employee;

ARTICLE 11 - UNION OR COMPANY GRIEVANCE

11.01 The Union or the Company may file a grievance involving the interpretation, administration, or alleged violation of the Collective
Agreement directly to the other party. Such Grievance shall commence at Step 2 of the Grievance Procedure.

ARTICLE 12 - ARBITRATION

12.01 When either party refers a grievance to arbitration as provided above, notice of such referral shall be submitted in writing to the other party and shall designate the grievance in question. The wording of the grievance at this stage shall constitute the official grievance to be dealt with by the Arbitrator provided it conforms to the grievance as processed under the Grievance Procedure.

a) The Arbitration board shall consist of a single arbitrator selected by mutual agreement between the parties within fifteen (15) working days after the notice of intent is presented.

b) Not more than two (2) witnesses called by the Union shall be permitted to attend arbitration hearings without loss of pay for necessary time spent to give testimony.

c) If the arbitrator selected is unable to hear the case within thirty (30) days or on a date mutually acceptable to the Union and the Company, selection of another arbitrator may be made.

d) In the event the parties are unable to agree on an arbitrator, one will be appointed by the Ministry of Labour.

e) The arbitrator so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.

f) The parties shall jointly bear the expenses of the arbitrator.

g) The Company shall endeavour to provide the facilities used to convene the hearing, at no cost to the Union. Where such arrangements cannot be made by the Company, the parties shall equally bear the cost of such facilities.

12.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

12.03 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure, unless otherwise agreed by the parties.
12.04 The Arbitrator shall not be authorized to alter, modify, or amend any provisions of this Agreement except that the arbitrator may alter any penalty imposed given the circumstances of the case. The decision of the Arbitrator shall be final and binding upon all parties concerned.

12.05 At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and relevant records, and all reasonable arrangements will be made to permit the conferring parties to have access to the workplace to view disputed operations and to confer with the necessary witnesses.

ARTICLE 13 - MEETINGS WITH MANAGEMENT

13.01 Joint meetings of representatives of the Company and the Union shall be held quarterly to review and study the relationship. The results of all meetings shall be reduced to writing for information purposes, and copies shall be sent to the Union Office. All time spent by the Shop Stewards at these meetings shall be considered time worked.

ARTICLE 14 - SENIORITY RIGHTS

14.01 a) The purpose of seniority is to accord consideration to senior employees in recognition of their length of service at Starbucks in the Lord Elgin Hotel. Seniority is intended to provide maximum work opportunity to senior employees, in accordance with the provisions of the Collective Agreement, provided the senior employees are qualified to perform the work.

b) When promotions are being made or vacancies occur, said positions shall be posted for a minimum period of seven (7) days. The Company shall ensure that any employees absent during this posting period are advised of the posting and given the opportunity to apply.

c) Where there are two or more applicants for any posted position, seniority, skill, and competence shall be the determining factors in choosing the successful candidate. Where skill and competence are equal, seniority shall be the determining factor.

The Union shall be provided with advance copies of all job postings.
Notwithstanding the above, where a full time position becomes available within a classification having part time employees, the full time position will be offered to part time employees within the classification, by seniority.

c) If layoffs occur, an employee in a higher classification (based on the wage scale) shall have the right to take the place of ("bump") an employee in a lower classification with less Company seniority, provided he accepts the lower rate of pay and provided it does not prevent the Employer from maintaining a work force of employees who are qualified and willing to do the work which is available.

d) Should the employer request an employee to accept a temporary change of assignment, the employee will retain his existing rate of pay if moved into a lower classification or will be paid at the higher rate of pay if moved into a higher classification for the duration of the temporary assignment.

14.02 a) **Company Seniority**

Company seniority refers to an employee's total length of continuous service with the Company. Company seniority shall apply in all situations where classification seniority does not determine seniority rights.

b) **Classification Seniority**

Classification seniority refers to an employee's seniority in the new classification from the most recent date of hire or transfer into the classification. Classification seniority shall apply to the following:

1. Layoff and recall;
2. Scheduling of hours of work;
3. Choice of requested days off;
4. Choice of vacation;
5. Overtime (acceptance or refusal);
6. Reduction of working hours
7. Promotions within the bargaining unit

c) **Status Seniority**

i) Status seniority refers to an employee's type of seniority (ie. full time or part time and each type shall be recognized on separate list)

ii) Where as a result of a reduction in available hours of work, an employee's status reverts from full time to part time, that employee shall be deemed to be more senior than part time employees within...
the classification and he shall retain his full time classification seniority until he reverts back to full time.

14.03 For the purpose of making known to the employees the various vacancies which might occur in the various classifications, a Bulletin Board will be installed.

14.04 Any employee declining a promotion, or failing to qualify for a higher position, shall retain his seniority rights in the position held previously.

14.05 Seniority rights shall become effective after completing a probationary period of ninety (90) days worked. Probationary employees shall have seniority rights among other probationary employees.

In the event a probationary employee is absent during his probationary period, his probationary period may be extended by an amount of time equal to the total duration of his absence(s).

14.06 In the case of layoff, probationary employees shall be laid-off first, then voluntary lay-offs will be accepted by the Company, in order of seniority, thereafter, part-time employees shall be laid off next within their respective classification, in reverse order of seniority. Full-time employees shall be laid off after all previously mentioned categories of employees are laid off in the reverse order of seniority. Before any new employees are hired, laid off employees shall be recalled to work by registered mail in the reverse order to which they were laid off.

14.07 Revised, up-to-date seniority lists for the respective seniority groups shall be posted by the Company within thirty (30) days of the signing of this Agreement, and quarterly thereafter. Such lists shall show names, classifications, dates of any changes to status seniority and dates of entry into the Company's service in a position covered by this Agreement, from which date, seniority shall accumulate.

Copies of all seniority lists shall be supplied to the Union at the times for posting outlined above. Protests relating to seniority status may be submitted to the Company within ten (10) days from the date of posting of the seniority lists and shall be treated as a grievance.

14.08 No Shop Steward shall be dismissed until the Union is notified in writing, or a meeting is held between the Union representative and Company representative, unless the offence is of a serious enough nature in the opinion of the Company that will require his immediate removal from the premises. However, in all cases, either party may invoke the Grievance Procedure. In the event the Shop Steward is laid off, he shall be the first on recall in his department.
14.09 An employee will lose all seniority if he:
   a) voluntarily quits the employ of the Company;
   b) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Company is given by the employee;
   c) is discharged for cause;
   d) is laid off and is not re-employed within one year from the date of layoff;
   e) following a layoff, fails to advise the Company in writing within five (5) days after receipt of notice to return to work of his intention to return as notified and fails to return within seven (7) days after being so notified by the Company. Any such notice to the employee shall be sent by registered mail and will be deemed to have been received on the day following the date of mailing. (Saturdays, Sundays, and Statutory Holidays excepted),
   f) accepts employment elsewhere while on leave of absence without mutual consent of the Company and the Union.

14.10 Employees shall notify the Company and the Union of any change of address within fifteen (15) days.

14.11 Any notice sent by the Company to an employee's last recorded address shall be sufficient and effective notice.

14.12 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company may grant leave of absence to any employee for legitimate personal reasons, and any employees who are absent with such written permission shall not be considered laid off, and their seniority shall continue to accumulate during their absence.

Delegation of Union business will be considered a good cause for leave of absence, but leaves for this purpose will be limited to two (2) employee(s) at any one time.
All requests for leave of absence shall be in writing to the Unit Manager, or his authorized representative, and must state the time required.

The granting of such requests shall not be unreasonably withheld and provided such leave does not interfere with the Company’s operations.

15.02 Employees absent due to non-work related illness or injury shall retain their seniority, but shall not accumulate seniority after the expiration of twelve (12) months, at which time the employee shall lose all seniority and his employment shall be deemed to have been terminated, save and except employees who have a handicap or disability within the meaning of the Human Rights Code, in which case, such employee shall not be subjected to the loss or reduction of any rights or benefits afforded him under the Collective Agreement.

15.03 **Bereavement Leave**

Common-law and same sex relations will be recognized in the same fashion as those by way of marriage.

Compassionate leave of absence with pay shall be granted to employees who suffer death in their immediate family after completing their probationary period.

The term immediate family is defined as:

- spouse
- brother
- sister
- mother
- father
- child
- mother-in-law
- father-in-law
- sister-in-law
- brother-in-law
- grandfather
- grandparent
- grandchild

Leave of absence in those circumstances shall be for five (5) days but may be extended to a longer period, where circumstances warrant, at the sole discretion of the Unit Manager.

Where the burial does not take place at the time of death, the employee shall be granted one (1) day leave with pay to attend the burial.

For uncles and/or aunts compassionate leave shall be for a period of three (3) unpaid days and may be extended for a longer period, where circumstances warrant, at the sole discretion of the Unit Manager.
In order to qualify for the foregoing leave of absence, an employee must supply satisfactory proof by way of a doctor's certificate or a newspaper clipping and must promptly notify his or her department head.

In order for a common-law spouse to obtain bereavement leave, the common-law situation must be recorded on the Company records.

15.04 Pregnancy/Parental Leave – Pregnancy/Parental leave shall be granted in accordance with the Employment Standards Act, as amended.

An employee who has been granted pregnancy leave shall be permitted to apply any unused sick days of their accumulated-sick leave against the Employment Insurance waiting period.

15.05 a) Paternity Leave – The employee whose spouse gives birth is entitled to a leave for a maximum duration of five (5) working days with pay. This leave can be discontinuous and must take place between the beginning of the delivery process and the seventh (7th) day following the return home of the mother or of the child.

15.05 b) Adoption Leave - Upon the adoption of a child, the Company agrees to grant a leave of absence, with pay, for a period of five (5) days, to the spouse who does not qualify under paragraph 15.05a) above.

15.06 The Employer shall grant a leave of absence with pay to an employee who, on a day where he otherwise would have worked his scheduled hours, is required to;

(a) serve on a jury, the Company shall pay the difference between any amount received from the Court for such service and the amount the employee would otherwise have received had he worked.

15.07 The employer shall grant a leave of absence without pay or benefits, to any employee(s) required to absent him/herself (selves) from attending to union business, including training and/or negotiations.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Company shall provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the local Union and a copy shall be submitted to the Company prior to posting.
ARTICLE 17 - ACCESS TO PREMISES

17.01 The official representatives of the Union shall, after giving notice to the Company be permitted to enter the premises at all reasonable times during the course of normal working hours providing work schedules are not disrupted, to attend to the business of the Union such as ensuring that the terms of this Agreement are being implemented. Such visits shall not disrupt the Company’s operations.

ARTICLE 18 - UNIFORMS

18 01 In cases where employees are required to wear uniforms or special clothing of the Company's design or pattern, a minimum of two (2) sets of such uniforms or special clothing shall be supplied by the Company without charge to the employee and the Company shall provide necessary laundry service for kitchen whites.

Such uniforms shall be replaced every two (2) years or sooner if required based on wear and tear. Uniforms remain the property of the Company.

The Company shall not prohibit the wearing of the current Union membership button.

Employees are prohibited from wearing such uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

18.02 The Company shall provide an allowance to all employees who are required by the Company or by statute to wear steel toe safety footwear.

All employees, who have completed their probationary period, shall receive an allowance for CSA approved non-slip shoes of up to fifty dollars ($50.00) every two (2) years. Such allowance will be on a reimbursement basis and employees shall produce an original receipt in order to collect payment. The shoes must meet Company standards.

ARTICLE 19 - GENERAL

19.01 The Company shall endeavour to provide sanitary lockers and dressing room for all employees.

19 02 Employees shall co-operate in maintaining orderly conditions in locker rooms and dressing rooms.
19.03 No employee shall be held responsible for cash or stock shortages where more than one person has access to such cash and/or stock.

19.04 All employees shall receive supervised training to familiarize them with the company’s operations, the operation of equipment and the procedures used within the workplace.

19.05 If the Company makes a mistake on the Employee’s paycheque, the Company will rectify the mistake within seventy two (72) hours of notification by the Employee. Further, the Company will pay any bank charges related to said mistake with proper documentation from the bank.

19.06 No employee shall be required or permitted to discuss or to enter into a written or verbal agreement with the Company which may conflict with the terms of this Agreement.

19.07 Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the Employee through an automatic payroll deduction of one dollar and seventy five cents ($1.75), including HST. A list of excluded food and drink items will be posted on the bulletin board. This Meal Allowance may be discontinued by the Employer at any time.

ARTICLE 20 - MERIT RATING

20.01 The scale of wages, as outline in Schedule "A" of this Agreement are considered minimum scales and do not prohibit the Company from granting merit increases to more proficient employees.

ARTICLE 21 - EMPLOYEE’S RIGHTS

21.01 There shall be no discrimination practised with respect to any employee on the grounds of race, creed, colour, sex, marital status, ethnic or national origin, age, physical disability, membership or activity in the Union.

21.02 No employee shall be required to make a written or verbal agreement which may conflict with the terms of this Agreement.
ARTICLE 22 - PRESENT AND FUTURE LAWS

22.01 Unless the terms and conditions set out in this Agreement or any part thereof are found to be in violation of existing and/or future laws, said terms and conditions shall remain in full force and effect for the duration of this Agreement. Any term that is in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

ARTICLE 23 - HOURS OF WORK AND WORKING CONDITIONS

23.01 To the extent that there is work available, the normal work week for all employees within the bargaining unit, shall consist of up to eight (8) hours per day and/or forty (40) hours per week in five (5) consecutive days. This shall not be construed as a guarantee of hours of work for any employees, except as otherwise agreed herein.

23.02 Regular work schedules showing the hours for each employee shall be posted at least one week in advance. Once the schedule is posted, employees must be notified of changes in their work schedules at least forty eight (48) hours in advance, except in the cases of sickness, bereavement or accident causing a shortage of staff in any department.

Where such notice is not given for the cancellation or reduction of hours for a scheduled shift, the employee shall be paid for his scheduled hours but in no case less than four (4) hours.

23.03 Each employee shall be allowed one (1) fifteen (15) minute rest period in each 4-hour segment of a shift, exclusive of the meal period and such time shall be regarded as time worked.

Each employee shall be allowed a one-half (½) hour meal period such that no employee will be required to work more than five (5) consecutive hours without receiving said meal period. Such meal period shall not be regarded as time worked.

23.04 a) A employee who reports for work as usual at the regularly scheduled starting time of his shift and is sent home because no work is available of any kind that can be handled by him will be paid the equivalent of their scheduled hours work for that day, at his regular rate of earnings.

b) Where, due to unforeseen circumstances, there is a shortage of staff, non-scheduled employees shall be offered available hours of work, by seniority.
c) Employees accepting such offer of work shall receive a minimum of four (4) hours of work or pay in lieu thereof for each such occurrence.

ARTICLE 24 - OVERTIME

24.01 Overtime shall be defined as all hours worked by an employee in excess of forty (40) hours in any week.

No employee shall be compelled to work on his scheduled day off.

24.02 All overtime shall be paid at the rate of time and one-half the regular rate of pay.

ARTICLE 25 - CONDITIONS

25.01 It is agreed that job classifications and wage rates not specifically set out in Schedule “A” of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the Grievance Procedure as defined in Article 9.

ARTICLE 26 - HOLIDAYS

26.01 The following days shall be considered as holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Good Friday</td>
<td>March 31</td>
</tr>
<tr>
<td>Labour Day</td>
<td>May 1</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>May 25</td>
</tr>
<tr>
<td>Civic Holiday</td>
<td>September 3</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 28</td>
</tr>
<tr>
<td>Boxing Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Family Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

The Company shall grant to all employees who have completed their probationary period pay for the above mentioned holidays.

The Ontario Ministry of Labour Employment Standards shall be followed with respect to entitlement and payment for Statutory Holidays.

When the holidays occur during an employee's vacation, or other authorised leave including sick leave, the employee shall be entitled to one (1) extra day's pay, or one (1) extra day's vacation of his choice.

Each employee is entitled to holiday pay for each of the holidays specified above, equivalent to his regular hourly rate, provided he completes his
scheduled working shift prior to and following the holiday, unless failure to
due to verified illness or accident, layoff not exceeding two weeks
leave of absence not exceeding one month.

The Employer agrees that no employee will be required to take a day off in
lieu of statutory holiday for which work has been performed

ARTICLE 27 - TEMPORARY TRANSFERS

27.01 Employees temporarily assigned to a higher rated classification shall be
paid the higher rate for all time worked in the higher rated classification.

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

27.02 This provision is not intended to be applied to regular, ongoing work assignments

ARTICLE 28 - APPENDICES

28 01 Attached to, and forming part of this Agreement are the following appendices:

Schedule "A" - Classification and Wage Scale
Schedule "B" - Vacation and Service Requirements
Schedule "C" – Health and Dental Benefits
Schedule "D" - Union Resource Development Fund

ARTICLE 29 - DURATION & TERMINATION OR MODIFICATION

29.01 This Agreement shall become effective on the 19th day of June 2014
and shall remain in full force and effect until the 18th day of June 2017
and shall continue in effect from year to year thereafter, unless either party
shall give written notice not more than ninety (90) days and not less than
thirty (30) days before the termination of its desire to amend the Agreement.
FOR THE UNION:
HOSPITALITY & SERVICE TRADES
UNION, LOCAL 261

FOR THE COMPANY:
Compass Group Canada Ltd.

Duly executed by the parties hereto on 19th day of June 2014.
SCHEDULE "A"

CLASSIFICATION AND WAGE SCALE

The following hourly rates for respective classifications will be effective from the dates indicated below.

June 19/2014       June 19/2015       June 19/16

STARBUCKS

Starbucks Lead Hand  13.00            13.32            13.65

Starbucks Attendant  12.00            12.30            12.60
SCHEDULE "B"

VACATION AND SERVICE REQUIREMENTS

The Company recognizes the need for rest and recreation on the part of its employees and has, therefore, provided the following vacation plan.

Since vacations are allowed as a period of change and rest for the general good of the employees and the Company alike, continuous service without vacation but with extra compensation is not regarded as good for either the employee or the Company, and hence, no employee may elect to receive pay in lieu of vacation.

Employees will be paid at the time of starting their vacation and all deductions usually made from the employee's earnings will be made from their vacation pay.

The choice of the vacation period shall be approved by the employer and determined by seniority.

SERVICE REQUIREMENTS

1. Less than one (1) year's service - four percent (4%) of their earnings.

2. After completion of one (1) year's continuous service - two (2) weeks' holidays with pay.

3. After completion of five (5) years' continuous service with the Company an employee shall receive three (3) week's holidays with pay.

4. After completion of ten (10) years' continuous service with the Company an employee shall receive four (4) weeks' holidays with pay.

5. After completion of fifteen (15) years' continuous service with the Company an employee shall receive five (5) weeks' holidays with pay.
SCHEDULE "C"

HEALTH & WELFARE

Group Benefits

Eligibility

Hours: 25/week
Months of Service: 1st of the month following 6 months of full time service

Drug Cards: Yes

Comments

Cost Share: Health & Dental – 70% ER, 30% EE
100% Company Paid for Life, AD&D

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

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

EXTENDED HEALTH BENEFIT

1. **Drug Card**

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Prescription Drugs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Payment</td>
<td>90% reimbursement for each prescription</td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>Dispensing Fee less $6.00</td>
</tr>
<tr>
<td>Per Individual Maximums</td>
<td>$2,000 per calendar year</td>
</tr>
<tr>
<td>Benefit Maximum Age</td>
<td>99</td>
</tr>
<tr>
<td>Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>Student Age</td>
<td>26</td>
</tr>
<tr>
<td>Includes</td>
<td>Covered</td>
</tr>
<tr>
<td>Diaphragms, I U D's, $500/individual per lifetime for prescription anti smoking agents, $2400/individual per lifetime for fertility, lancets</td>
<td></td>
</tr>
</tbody>
</table>

24
2. **MAJOR MEDICAL BENEFIT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Deductible Applicable</td>
<td></td>
<td></td>
<td>n/a (except for chiropractic services)</td>
</tr>
<tr>
<td>Co-payment</td>
<td></td>
<td></td>
<td>90%</td>
</tr>
<tr>
<td>Schedule of Benefits</td>
<td></td>
<td></td>
<td><em>Requires Physician Referral</em></td>
</tr>
<tr>
<td>Psychologist</td>
<td>☑</td>
<td>☐</td>
<td>$1000 per calendar year</td>
</tr>
<tr>
<td>Chiropractor</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year (after you pay the first $450.00)</td>
</tr>
<tr>
<td>Naturopath</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Podiatrist or Chiropodist</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Nutritionist/Dietician</td>
<td>☑</td>
<td>☐</td>
<td>$400 per calendar year</td>
</tr>
<tr>
<td>Speech Therapist</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Physiotherapy</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Osteopaths</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Massage Therapy</td>
<td>☑</td>
<td>☐</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Private Duty Nursing</td>
<td>☑</td>
<td>☐</td>
<td>$10,000 per calendar year</td>
</tr>
<tr>
<td>Medical Equipment</td>
<td>☑</td>
<td>☐</td>
<td>$5,000 lifetime</td>
</tr>
<tr>
<td>Medical Prosthesis</td>
<td>☑</td>
<td>☐</td>
<td>covered</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>☑</td>
<td>☐</td>
<td>covered</td>
</tr>
<tr>
<td>Ambulance Services</td>
<td>☑</td>
<td>☐</td>
<td>covered</td>
</tr>
<tr>
<td>Hearing Aids</td>
<td>☑</td>
<td>☐</td>
<td>$500 every 5 years</td>
</tr>
<tr>
<td>Orthotics</td>
<td>☑</td>
<td>☐</td>
<td>$300 per year</td>
</tr>
<tr>
<td>Orthopedic shoes Custom made</td>
<td>☑</td>
<td>☐</td>
<td>Combined with Orthotics maximum</td>
</tr>
<tr>
<td>Orthopedic Modifications</td>
<td>☑</td>
<td>☐</td>
<td>Combined with Orthotics maximum</td>
</tr>
<tr>
<td>Eye Exams</td>
<td>☑</td>
<td>☐</td>
<td>$50 in provinces where eye exams are not covered</td>
</tr>
<tr>
<td>Survivor Benefit</td>
<td>☑</td>
<td>☐</td>
<td>2 years</td>
</tr>
<tr>
<td>Benefit Maximum Age (Termination)</td>
<td></td>
<td></td>
<td>99</td>
</tr>
<tr>
<td>Dependent Age</td>
<td></td>
<td></td>
<td>21</td>
</tr>
<tr>
<td>Student Age</td>
<td></td>
<td></td>
<td>26</td>
</tr>
<tr>
<td>Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)</td>
<td></td>
<td></td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

3. **VISION BENEFIT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glasses Maximum</td>
<td>$250/every 24 months</td>
</tr>
<tr>
<td>Contact Lenses Coverage</td>
<td>Included</td>
</tr>
<tr>
<td>Laser Surgery Benefit</td>
<td>Included</td>
</tr>
<tr>
<td>Vision co-insurance</td>
<td>100%</td>
</tr>
<tr>
<td>Benefit Maximum Age</td>
<td>99</td>
</tr>
<tr>
<td>Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>Student Age</td>
<td>26</td>
</tr>
</tbody>
</table>
### 4. HOSPITALIZATION BENEFIT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Semi Private Accommodation</td>
<td>Covered</td>
</tr>
<tr>
<td>b) Hospitalization Coinsurance</td>
<td>100%</td>
</tr>
<tr>
<td>c) Convalescent Hospital</td>
<td>Semi Private Coverage</td>
</tr>
<tr>
<td>d) Benefit Maximum Age</td>
<td>99</td>
</tr>
<tr>
<td>e) Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>f) Student Age</td>
<td>26</td>
</tr>
</tbody>
</table>

### 5. DENTAL BENEFIT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Annual Dental Single Deductible</td>
<td>N/A</td>
</tr>
<tr>
<td>b) Annual Dental Family Deductible</td>
<td>N/A</td>
</tr>
<tr>
<td>c) Recall Frequency: 6 months</td>
<td>Yes</td>
</tr>
<tr>
<td>d) Fee Guide Year</td>
<td>Current</td>
</tr>
<tr>
<td>e) Fee Guide Based on province of employee residence</td>
<td>Yes</td>
</tr>
<tr>
<td>f) <strong>Level 1: Basic Restorative</strong>, Coinsurance percentage</td>
<td>90%</td>
</tr>
<tr>
<td>g) <strong>Level 2: Periodontics &amp; Endodontics</strong>, Coinsurance percentage</td>
<td>90%</td>
</tr>
<tr>
<td>h) Annual Maximum; <strong>Level 1 &amp; 2 Combined</strong></td>
<td>unlimited</td>
</tr>
<tr>
<td>i) Survivor Benefit</td>
<td>2 years</td>
</tr>
<tr>
<td>j) Benefit Maximum Age</td>
<td>99</td>
</tr>
<tr>
<td>k) Dependent Age</td>
<td>21</td>
</tr>
<tr>
<td>l) Student Age</td>
<td>26</td>
</tr>
<tr>
<td>m) TMJ Lifetime Maximum</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

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

UNION RESOURCE DEVELOPMENT FUND

The Company agrees to contribute four ($0.04) cents per hour worked by bargaining unit employees, to the Union Resource Development Fund effective June 3, 2014.

The Company agrees to contribute five ($0.05) cents per hour worked by bargaining unit employees, to the Union Resource Development Fund effective June 3, 2016.

It is understood that said monies will be used to support the ongoing Union training program as well as other projects deemed appropriate by the Local.

However, at no time will said monies be used to support strike action of any form.

Said monies shall be forwarded to Local 261 on a separate cheque by the 15th day of each month for the previous calendar month.