



02/09/2024

Delivered via courier/via email/ via mail

Maxime Garcia  
486 rue Gordon  
Montreal, Quebec  
H4G 2R4

**HOURLY ASSOCIATE (NON-UNIONIZED)**  
**CONFIDENTIAL OFFER OF EMPLOYMENT**

Dear Maxime Garcia:

Congratulations! We are pleased to provide you with this offer of employment, which supersedes all other employment offers or agreements that you may have previously signed as an existing or new employee of the Company. The terms of your employment with Compass Group Canada Ltd. (the "Company") will be as follows:

- **Starting Date:** 02/26/2024, or such other date as we mutually agree in writing.
- **Service Date:** The Company recognizes 02/26/2024 as your service date.
- **Position Title:** You are being offered the position of SFU CATERING SERVER, reporting to NORVIS BENITO PALACIOS, General Manager or their designate. Reporting relationships may change from time to time without advance notice depending on business requirements.
- **Starting Hourly Rate:** \$24.00 (Twenty Four dollars and zero cents) per hour payable bi-weekly, less appropriate deductions.
- **Vacation:** During your first year of employment, you are eligible to accrue annual vacation entitlement of two weeks and thereafter as per Company policy, or another amount per provincial employment standard legislation or applicable collective agreement. Vacation pay will accrue at 4% of gross pay and will be paid out on each payroll deposit. The vacation year currently runs from September 1 to August 31 and your vacation will be pro-rated for any partial year of employment.

Our vacation policy outlines all relevant details, including limitations on carry over provisions and the forfeiture of vacation pay in excess of applicable employment standards legislation if vacation time is not taken within the time period set out in the policy. Our vacation policy is available on “Navigator”, the Company’s intranet site.

- **Benefits Program:** If you are regularly scheduled 25 hours or more, you may be eligible for the Compass Group Hourly Benefit plan. Benefits under the Compass Group Hourly Benefit plan are effective after 6 months of continuous employment (3 months in the province of British Columbia). You may be eligible for additional benefit programmes as they are introduced. The Company reserves the right to change the benefit programmes from time to time at its sole discretion. All benefit coverage is subject to the terms and conditions of the applicable plan, policy and/or insurance documents. Any of the benefit plans or policies may be amended or terminated by the Company at any time without advance notice, and without any obligation to provide replacement benefit coverage.
- **Policies and Procedures:** You agree to comply with all Company policies and procedures in effect from time to time. You agree to fully cooperate in any internal investigation that may arise in the course of your employment with the Company. This requirement applies whether you are the subject of an investigation or if you are an individual who has knowledge (in part or in whole) of events related to the investigation at hand.
- **Accommodation:** The Company has an accommodation process in place and provides accommodations for employees with disabilities. If you require a specific accommodation because of a disability or a medical need, please contact me so that arrangements can be made for the appropriate accommodations to be in place. If working in the Province of Ontario, you agree to complete training on the *Accessibility for Ontarians with Disabilities Act, 2005*, Customer Service Standard and Integrated Accessibility Standards, in the format identified upon hire, and familiarize yourself with the *Accessibility for Ontarians with Disabilities Act, 2005* Customer Service and Integrated Standards Policy and Procedure posted on the Company’s intranet site in Navigator and available from Human Resources or your manager.
- **Employment Equity:** You acknowledge that as an Associate of Compass Group Canada (including all brands operating under CGC) you are required and expected to complete a confidential government mandatory Employment Equity Survey. You understand that completing the confidential government mandatory Employment Equity Survey is a condition of your employment with the Company and by signing this offer of employment you agree to immediately complete the

Employment Equity Survey when administered by a CGC Diversity Associate. If you manage staff, you also acknowledge that you are responsible to communicate this important requirement to all new Associates as well as ensure they meet compliance requirements of Employment Equity.

- **Termination of Employment (Without Cause):** You will always receive your wages and any accrued and unused vacation pay up to your last day of employment. The Company may terminate your employment by complying with all requirements under the employment standards legislation applicable in your jurisdiction, as amended or replaced (all such legislation referred to as the “Act”), in respect of the termination of your employment (including, without limitation, all requirements under the Act in respect of notice, termination and severance pay, wages, benefits and vacation pay). You agree that the requirements under the Act fully satisfy the Company’s and all affiliates’ obligations to you in respect of the termination of your employment and you will not be entitled to further notice of termination or severance pay under common law or contract. You and the Company intend to and will comply with all requirements under the Act. The Company will continue your benefit coverage (including participation in any retirement plans) after your employment has terminated only so long as required to comply with the Act, but not beyond such period. The terms of this paragraph shall continue to apply notwithstanding any changes hereafter to the terms of your employment, including, but not limited to, your job title, duties and responsibilities, reporting structure, location of work, compensation or benefits.
- **Termination of Employment (For Cause):** Your employment may be terminated for cause at any time and without notice, or compensation in lieu of notice, except as may be required to comply with applicable employment standards legislation. The term “cause” as used herein shall mean any grounds at common law whereby an employer is entitled to dismiss the services of an employee without notice.
- **Temporary Layoffs:** From time to time business needs may require the Company to close or shut down facilities. We may also not be able to make work available to you between customer assignments or due to a work stoppage at a customer site. Subject to applicable employment standards legislation, we therefore have the right to place you on a temporary unpaid layoff in response to a shortage of work for any reason. Your employment may also be subject to seasonal layoffs in situations where it is reasonable to close facilities or reduce service related to the seasonal nature of that business.
- **Seasonal Unit Closures:** You will be off on unpaid time from work annually due to the seasonal closure of the assigned educational unit location on dates to be determined based on the school year. You are eligible for Employment Insurance

during these seasonal layoff periods.

- **Return of Company Property:** Upon leaving the Company for any reason, or upon request of the Company, you agree to promptly return all Company property in the condition it was provided, subject to normal wear and tear, including, but not limited to, manuals, reports, client lists and information, customer lists and information, any proprietary or confidential company data, keys, laptop computers, Blackberry, cell phone, printers, and any other property belonging to the Company. In addition, you agree to immediately settle any outstanding monetary liabilities for any and all unauthorized expenses which may have been billed to the Company by means of deduction settlement and will be required to settle any such debt to the Company.
- **Assignment:** You acknowledge that the services to be rendered pursuant to this Agreement are unique and personal. Accordingly, you may not assign any of your rights or delegate any of your duties or responsibilities under this Agreement to any third person. You hereby consent to the Company assigning its rights, duties and obligations under this Agreement to an affiliate or related entity or to a purchaser or transferee of (a) a majority of the Company's outstanding capital stock; or (b) all, or substantially all of the assets of (i) the Company; or (ii) the business unit or division of the Company in which you have been assigned to work.
- **Eligibility to Work in Canada:** If you are a foreign worker in Canada with a work permit or visa, you must disclose this before signing this offer of employment, and provide a copy of your work permit to the Company to confirm your working eligibility. If it is determined that you are not legally permitted to work in Canada, this offer of employment will be rescinded. If your work permit or visa is valid and will allow you to work for the Company, it is important to note that it is your responsibility to ensure that your work permit or visa remains valid and is renewed prior to expiration. If your work permit expires, your employment cannot continue. The cost of subsequent work permit renewals will be to your own responsibility. The Company does not assist with nor assume the cost liability related to the application for Permanent Residence or Citizenship status, for you and / or your family members, unless otherwise agreed to in writing. On any foreign worker or immigration matters that the Company assist with, the Company will utilize its designated immigration services provider, per the Foreign Worker Policy available on "Navigator", the Company's intranet site.
- **COVID-19 Vaccination:** Compass Group Canada is committed to ensuring that the Health and Welfare of our Associates is a priority and that our Clients and Customers are protected from the COVID-19 pandemic. To prevent the spread of

COVID-19, Compass Group Canada Ltd., its subsidiaries, and affiliates (collectively “the Company” or “Compass”) strongly encourage and recommend, in accordance with public health guidance, that Compass Associates get vaccinated with the required doses of Health Canada approved COVID-19 vaccine (“the Vaccine”) as soon as possible. You acknowledge and agree that the Company, its clients, legislation or public health order may require vaccination against Covid-19 as a condition of employment and that failure to comply may result in the termination of employment. Our Covid-19 and vaccine related policies are available on “Navigator”, the Company’s intranet site.

Clients, legislation or public health orders may implement specific unit/account practices regarding the Vaccine, and Company Associates shall be required to comply with those practices and any policies to the extent that client policies are lawful and are consistent with or impose greater restrictions than those set forth by the Company. In such circumstances where access to the working location is not permitted unless the Associate has completed the required doses of vaccination the Company will review the matter on a case by case basis. The vaccines approved and the required doses may change over time, as guided by Health Canada. Compass reserves the right to redeploy the Associate or place them on a temporary unpaid leave until compliance is achieved. In some circumstances, termination of employment may be warranted.

- **Background Checks:** This offer of employment is conditional upon the successful completion of a background investigation. At a minimum this background investigation would include a reference check and may also include a Criminal Record check, Vulnerable Sector Screening, and/or a Credit Bureau Check. You will be required to sign an authorization form and follow related instructions to permit our third party, agent of record, to conduct such a check. The authorization form will indicate which checks are being carried out. If any check proves to be unsatisfactory, in our sole discretion, we reserve the right to withdraw this offer, or if placement has already occurred, to cease continued employment for cause (or for good and sufficient cause in Quebec). We will contact you as soon as the background check process has been completed. At that time, assuming the checks are satisfactory, the offer will stand and employment may commence, or continue, as the case may be. Until such time as this process is completed you will not be performing the following duties without direct supervision:
  - Any cash handling procedures.
  - Operating cash registers.
  - Any banking of sales revenue deposits.
  - Accessing company safes.

Please take the time to review this letter. We recommend that you obtain, at your own

expense, any independent advice you require before signing this offer of employment. If you wish to accept this offer of employment, please initial each page of this letter and sign at the space provided, and return to my attention no later than 3 business days from receipt of this offer via EMAIL at:compass@compass-canada.com after which this offer will expire.

Maxime Garcia , we look forward to a mutually rewarding employment experience for you here at Compass Group Canada Ltd. Should you accept this offer, may we take this opportunity to congratulate you on your appointment and to wish you success in your new role. It is our hope that you will find this job both professionally challenging and personally rewarding.

Yours truly,

NORVIS BENITO PALACIOS

General Manager

Quebec Sector, a division of Compass Group Canada Ltd.

CC: Payroll; Associate File

*I have read and understood the terms of this offer of employment with the Company. I was given the opportunity to obtain independent legal advice before I signed this offer of employment. By signing this offer of employment, I agree to be bound by and comply with the terms herein.*

Signed in \_\_\_\_\_ (city) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: Maxime Garcia

Signature: \_\_\_\_\_

