

AGREEMENT

BETWEEN:

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD.
doing business as**

CROTHALL SERVICES CANADA

(Hereinafter referred to as "Crothall")

AND:

**INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA
LOCAL 1-3587**

(Hereinafter referred to as "Union")

PHSA HOUSEKEEPING / LAUNDRY

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: PARTNERSHIP AGREEMENT	1
Section 1: Statement of Partnership	1
Section 2	1
ARTICLE 2: BARGAINING AGENCY	2
Section 1: Recognition	2
Section 2: Work	2
ARTICLE 3: MANAGEMENT RIGHTS	2
Section 1	2
Section 2	3
Section 3	3
ARTICLE 4: UNION SECURITY	3
Section 1: Hiring Hall	3
Section 2: Union Shop	3
Section 3: Maintenance of Membership	3
Section 4: Discharge of Non-members	4
Section 5: Union Membership	4
Section 6: No Discrimination for Union Activity	4
Section 7: Bulletin Boards	4
Section 8: Check-off	4
Section 9: Recognition and Rights of Stewards	5
Section 10: Access to Operation	5
Section 11: Volunteers	6
Section 12: Training and Education Fund	6
ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION	6
Section 1: Labour/Management Consultation Committee	6
ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT	6
ARTICLE 7: HOURS OF WORK	7
Section 1: Hours of Work	7
Section 2: Overtime	7
Section 3: Rest Periods and Meal Breaks	8
Section 4: Meal Allowance	8
ARTICLE 8: ANNUAL VACATION	8
ARTICLE 9: STATUTORY HOLIDAYS	8
ARTICLE 10: SENIORITY	9
Section 1: Definitions	9
Section 2: Probationary Period	9

Section 3 : Lay-Off	9
Section 4 : Retention During Lay-Off (The Recall Period).....	9
Section 5 : Service Lists.....	9
Section 6 : Loss of Seniority.....	10
Section 7 : Recall.....	10
Section 8 : Transfer Rights.....	10
Section 9 : Transfer: General.....	11
Section 10 : Termination Pay.....	11
ARTICLE 11: LEAVES OF ABSENCE.....	11
Section 1 : Injury and Illness.....	11
Section 2 : Union Business.....	12
Section 3 : Bereavement Leave.....	12
Section 4 : Jury or Crown and Coroner's Witness Duty.....	12
Section 5 : Return from Leave.....	13
ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURES.....	13
Section 1 : Grievance Procedure.....	13
Section 2 : Investigator.....	13
Section 3 : Expedited Grievance and Arbitration Procedure.....	14
Section 4 : Time Limits.....	15
Section 5 : Abandonment.....	15
ARTICLE 13: WAGES AND JOB RATE RULES.....	15
Section 1 : Wages.....	15
Section 2 : Benefits.....	16
ARTICLE 14: DEFINITIONS.....	16
ARTICLE 15: MISCELLANEOUS.....	16
Section 1 : Vaccination , Inoculation and Suitability.....	16
Section 2 : Uniforms.....	17
Section 3 : Strikes, Lockouts, Picketing.....	17
Section 4 : Force Majeure/Act of God.....	17
Section 5 : Saving Clause.....	17
(a) General.....	17
(b) <i>Health and Social Services Delivery Improvement Act ("Act")</i>	17
ARTICLE 16: AGREEMENT TERM.....	17
ARTICLE 17: EXECUTION.....	18
APPENDIX A.....	19
* THE STARTING WAGE RATES APPLY TO THE EMPLOYEES' ATTENDANCE AT REQUIRED INFORMATION; ORIENTATION; AND TRAINING SESSIONS AND CONTINUE UNTIL THE SUBSEQUENT WAGE INCREASES EFFECTIVE SEPTEMBER 18 OF THE YEAR SUBSEQUENT TO RATIFICATION.APPENDIX B.....	19
APPENDIX B.....	20

ARTICLE 1: PARTNERSHIP AGREEMENT

Section 1: Statement of Partnership

Crothall and the Union are committed to working together to deliver high quality laundry and housekeeping services to the citizens of British Columbia and to the creation of employment opportunities for Union members in British Columbia.

Crothall and the Union accept and understand that the expansion and security of employment for IWA members as Crothall employees is dependent upon the competitiveness and economic viability of Crothall for which the Union and Crothall accept joint responsibility.

The success of our partnership will be based upon the following criteria:

- A well-trained, highly-motivated workforce committed to the satisfaction of Crothall clients, their patients/residents and the families of those patients/residents
- The integration of people, technology and operating systems
- A participative environment with shared goals and a recognition of contributions to results
- A cooperative and mutually supportive workplace founded on trust, dignity, respect, fairness and honesty
- Open and effective communication
- Provision of adequate resources for our people to succeed
- Shared decision-making in areas mutually agreed upon by the parties
- A strong union and a strong management acknowledging and respecting each other's interests and responsibilities
- Operations consistent with Crothall's "balanced scorecard" and its goals
- Food handling practices, quality assurance, sanitation

Crothall and the Union are committed to work continually and creatively to enhance and expand our partnership.

Section 2

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). Such discussions and any resolution by mutual agreement resulting from such discussions shall be consistent with, and pursuant to, the Statement of Partnership in Article 1, Section 1, above.

The Union may, subsequent to the ratification of this Agreement by the bargaining unit, and on behalf of the bargaining unit, agree to amendments to this Agreement as may be mutually agreed as between the Union and Crothall.

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

Crothall recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provision by Crothall of laundry and housekeeping services at the following Provincial Health Services Authority ("PHSA") locations: British Columbia Women's Hospital and Health Centre, 4500 Oak Street, Vancouver, BC; British Columbia Children's Hospital, 4480 Oak Street, Vancouver, BC; Sunny Hill Health Centre for Children, 3644 Slocan Street, Vancouver, BC; and British Columbia Cancer Agency, Administration and Vancouver Regional Centre, 600 West 10th Avenue, Vancouver, BC ("PHSA locations"), pursuant to a contract between Crothall and PHSA. This Agreement specifically does not apply to non-PHSA locations at which Crothall operates whether or not Crothall is bound by a certification and/or collective agreement at those locations.

Section 2: Work

Work customarily performed by the employees in the bargaining unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, rest periods and meal breaks, on-the-job training, instruction of employees or in cases of emergency. It is also understood that a Manager/Supervisor is a working Manager/Supervisor, and that more than one Manager/Supervisor may be at a location.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1

Subject to the provisions of this Agreement, the Union acknowledges that Crothall has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by Crothall, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Managers/Supervisors shall be entirely a matter for Crothall's discretion.

- (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

Section 2

It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of Crothall.

Section 3

This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

ARTICLE 4: UNION SECURITY

Section 1: Hiring Hall

When new employees are required by Crothall, they shall be hired through the hiring hall operated by the Union. In each case, the Union shall refer up to three (3) candidates for a particular job, of which Crothall, in its sole discretion, may hire one.

In referring candidates to Crothall, the Union shall whenever possible refer candidates with a previous, satisfactory work experience with Crothall and, if unavailable, candidates who satisfy Crothall's hiring criteria for the required position. Such criteria shall be supplied by Crothall, in confidence, to the Union and, as amended by Crothall, from time to time thereafter.

In the event that, following its consideration of candidates referred by the Union hiring hall Crothall does not, in its sole discretion, hire anyone referred by the Union and opts to hire an external candidate, that candidate must first be accepted as a member of the Union and then be referred by the Union to Crothall.

The parties to this Agreement will address issues such as seniority, competence, name requests, training requirements, and other matters relevant to the hiring hall in a manner consistent with the foregoing in a Supplement to this Agreement which shall be binding on the parties.

Section 2: Union Shop

All employees shall maintain membership in the Union throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 2 and 3 of the Article, no employee shall be subject to discharge except for refusal to pay union dues. If an employee fails to pay union dues within seven days after Crothall and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by Crothall. In such circumstances the Union agrees to hold Crothall harmless and to indemnify Crothall for and against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

Section 5: Union Membership

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the IWA Canada Constitution.

Section 6: No Discrimination for Union Activity

Crothall and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

Section 7: Bulletin Boards

Crothall shall provide space for one bulletin board at each Operational Unit for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

Section 8: Check-off

Crothall shall request all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

I.W.A. - CANADA
LOCAL 1-3567
CHECK-OFF
(Please Print)

Starting date _____, 20____
Name of Crothall _____
Name of Employee _____
Operation _____
Address _____
Postal Code _____
Phone _____ Social Ins. No. _____
Are you a member of the I.W.A.? _____
In what I.W.A. operation were you last employed? _____
Local No. _____

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL _____ THE FOLLOWING IN PAYMENT OF THE AMOUNTS SET OUT BELOW:

Union Initiation Fees in the amount of \$ _____
Union Back Dues in the amount of \$ _____
Union dues \$ _____

* Union assessments in the amount and at the time stated in notice received by you from the local Union designated above.

Clock No. _____

Application for Membership

I hereby request and accept in I.W.A. - CANADA, Local ____, and agree to abide by the Constitution and By-laws of the organization. In case of misstatement of qualifications for membership, I agree to forfeit all rights, privileges and monies paid.

Signature of applicant Employee _____
(Duplicate copy to be forwarded to Local Union Office)

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

Crothall shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 9: Recognition and Rights of Stewards

Crothall recognizes the Union's right to select one Steward and one alternate Steward per twenty-five (25) bargaining unit employees to represent the employees. The Union agrees to provide Crothall with the names of the employees designated as Stewards and alternate Stewards who will serve in the Stewards' absence. Stewards shall obtain the permission for his/her immediate supervisor before leaving his/her work to perform his/her duties as Stewards. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. On resuming his/her normal duties, Stewards shall notify his/her Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (ii) supervisor of ballot boxes and other related functions during votes; and
- (iii) attend meetings at the request of Crothall or joint Union/Management Committees.

Under no circumstances shall a Union Steward take an action or issue any instruction, which will interfere with the operations or affairs of Crothall, or with the management of or direction of the workforce.

Section 10: Access to Operation

Official Union Representatives shall obtain reasonable access to Crothall's Employees for the purposes of this Agreement, including the ratification of this Agreement by Crothall's Employees,

which access shall be granted by Crothall at the Union's request and on such reasonable written terms and conditions as may be laid down by Crothall.

Section 11: Volunteers

The Union understands and agrees that volunteers play an important and integral role within facilities owned and operated by Crothall's clients and that such volunteers are an important and necessary link to the broader communities served by Crothall's clients. The Union encourages the use of such volunteers by Crothall's clients in the interests of the broader communities served by Crothall's clients.

Section 12: Training and Education Fund

Crothall shall, upon the ratification of this Agreement by the bargaining unit, contribute ten cents (\$0.10) per employee per regular hour worked to the IWA, Local 1-3567 Training and Education Fund which contribution shall increase to fifteen cents (\$0.15) per employee per regular hour worked on January 1, 2005.

ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION

Section 1: Labour/Management Consultation Committee

The Labour/Management Consultation Committee will meet on a regular basis to promote the Cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 54 of the Code applies to this Agreement. It states:

"54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

(a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

(b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

(2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

(3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the Employment Standards Act from the application of section of that Act."

ARTICLE 7: HOURS OF WORK

Section 1: Hours of Work

No employee shall be scheduled for more than eight (8) hours per day or forty (40) hours per week, unless otherwise mutually agreed to by the Union and Crothall.

Crothall does not guarantee hours of work to any employee and reserves the right to schedule work, including overtime work, and will give reasonable consideration to personal reasons from individual employees for inability to work overtime.

Section 2: Overtime

Subject to the operating needs of the business, Crothall will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to Operational Unit Seniority as defined in Article 10, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

The regular hours of work for employees not on a flexible work schedule/averaging agreement shall be eight (8) hours per day and forty (40) hours per week. Employees on regular hours of work will receive their rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day.

There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing the forty (40) hours per week.

Crothall will assign shifts and hours in order of seniority within the classification where the work is required to be done, provided that this does not have an adverse effect on operations and the employee is immediately able to perform all of the duties required within the normal schedule hours.

Definition of shift(s) is all work performed by an employee on behalf of Crothall.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and Crothall shall keep said schedule up to date.

Section 3: Rest Periods and Meal Breaks

Rest Periods shall not exceed 15 minutes in duration and will be scheduled based upon the demands prevalent on the day. Similarly, meal breaks shall be so determined with the understanding that the provisions of the *Employment Standards Act*, be followed in any event.

Section 4: Meal Allowance

Subject to availability and applicability 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 fifty cents (\$1.50), including GST, for each shift worked until January 1, 2005 at which time the deduction shall increase to one dollar and seventy-five cents (\$1.75). A list of excluded food and drink items will be posted on the bulletin board. Employees, who do not wish to avail themselves of such food and drink, shall notify the Manager, in writing. There is no obligation to consume such subsidized food and drink, and no payroll deduction shall be made in such circumstances.

ARTICLE 8: ANNUAL VACATION

The vacation year shall be the twelve month period coinciding with Crothall's fiscal year, commencing September 1 in each year.

Vacation pay shall be paid as a percentage of gross earnings excluding taxable benefits, according to the *Employment Standards Act* or successor legislation.

Part time, casual or relief employees will be granted vacation time and vacation pay pro-rated to their length of service in accordance with the above sections.

Should any statutory holiday occur during an employee's vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs.

ARTICLE 9: STATUTORY HOLIDAYS

"Statutory holiday" means New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other holiday prescribed by regulation. In allocating time off for Christmas Day and New Year's Day, and subject to the operational needs of the business, Operational Unit Seniority within a classification shall be the determining factor when voluntary requests cannot be solicited, Operational Unit Seniority shall be applied on a rotating basis for time off starting with the most senior in the classification.

For the purposes of this Agreement, the named Statutory Holidays, if worked and pursuant to the *Employment Standards Act*, will be paid at time and a half.

ARTICLE 10: SENIORITY

Section 1: Definitions

"Service Seniority" means continuous, unbroken service with Crothall from date of hire with Crothall except as otherwise provided in this Agreement.

"Operational Unit" means a location operated by Crothall under contract with the PHSA.

"Operational Unit Seniority" means continuous, unbroken service at an Operational Unit from date of hire to that unit except as otherwise provided in this Agreement.

Section 2: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for 520 working hours. During the probationary period they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of 520 working hours, the employee shall be entitled to seniority dating back to the first hour worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by Crothall or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

Section 3: Lay-Off

In the event it becomes necessary to lay-off employees, Crothall will lay-off in reverse order of Operational Unit Seniority within the Operational Unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either: exercise his/her Operational Unit Seniority rights to displace the most junior employee in a job classification which is equal to, or lower in, rate to his/her job classification, for which the employee has the required qualifications or in which the employee has previously worked or accept a lay-off until his/her regular job becomes available.

Section 4: Retention During Lay-Off (The Recall Period)

- (i) Seniority during lay-offs shall be retained for six (6) calendar months.
- (ii) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

Section 5: Service Lists

It is agreed that upon request of the Union, Service Seniority and Operational Unit Seniority lists will be supplied by Crothall setting out the names of the employees and accumulated Crothall unit hours worked for the purposes of Service Seniority and Operational Unit Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

Section 6: Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employ of Crothall;
- (ii) is discharged by Crothall;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave;
- (vii) accepts a severance package; or
- (viii) is unable to attend at his or her Operational Unit for reasons beyond Crothall's control.

Section 7: Recall

Employees will be recalled in order of Operational Unit Seniority within the Operational Unit provided that the employee has the qualifications to perform the required job functions. Crothall will contact the employee by telephone and give the employee a verbal Notice of Recall. If Crothall attempts but does not contact the employee by telephone then Crothall will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep Crothall informed of his/her current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by Crothall, retain all seniority rights.

Section 8: Transfer Rights

Employees subject to layoff shall, during their recall period, and in the order of their Crothall's Service Seniority, have the right to transfer into a vacant position in a classification for which they are qualified at another Operational Unit subject to the prior recall rights of employees at that Operational Unit.

Employees who transfer between Operational Units pursuant to the above paragraph shall maintain their Crothall's Service Seniority for the purposes of wage, benefits, and vacation entitlements within the job classifications to which the employees are transferred. For greater certainty, Operational Unit Seniority shall apply in any event of Service Seniority for all other purposes including, but not limited to: the scheduling of vacations, statutory holidays and shifts; overtime,

layoff and recall within the job classification and the Operational Unit to which the employee transferred.

Section 9: Transfer: General

In any event of the above, Crothall may transfer employees, without loss of Service Seniority, between locations within PHSA as required by its operational needs.

Section 10: Termination Pay

Where an employee is terminated (other than for cause) and the group termination provisions of the *Employment Standards Act* do not apply, employees will be paid in accordance with the following:

- (i) after three (3) consecutive months of employment the equivalent of one (1) week's pay;
- (ii) after twelve (12) months' of continuous employment the equivalent to two (2) weeks' pay;
- (iii) after 2 years' of continuous employment the equivalent of three (3) weeks' pay; and
- (iv) for each additional year of continuous employment the equivalent of one additional weeks' pay to a maximum of the equivalent of eight (8) weeks' pay.

ARTICLE 11: LEAVES OF ABSENCE

General

All leaves required by legislation shall apply.

Section 1: Injury and Illness

Crothall will grant a reasonable period of unpaid leave of absence to a maximum of twenty-six (26) weeks per year to employees suffering injury or illness, subject to receipt of medical certificates as required by Crothall confirming that the employee is unable to attend work due to injury or illness.

The employee shall report or cause to have reported to Crothall prior to the commencement of his/her shift the injury or illness which requires his/her absence from work.

Crothall may request that the employee attend an independent medical examination or at a medical examination by a Crothall authorization physician. Such request will be promptly complied with by the employee provided that Crothall will pay the cost of such examinations.

Crothall may require company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury.

In case of real and bona fide illness or injuries that extend beyond 26 weeks and subject to Crothall operational needs, an employee may no later than four (4) weeks prior to the expiration of the leave, request an extension of unpaid leave not to exceed a further 26 weeks. Crothall may require the employee to supply verification of the illness or injury prior to Crothall's consideration of the request.

Section 2: Union Business

Crothall will grant an unpaid leave of absence to employees who are appointed or elected to a Union Office. The employee who obtains this leave of absence shall return to Crothall within thirty (30) calendar days after completion of the term of employment with the Union.

Crothall will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of IWA Canada in order that they may carry out their duties on behalf of the Union. Crothall shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds three (3) in number or is more than one from any one Operational Unit; provided that Crothall will grant leave to more than three (3) employees or to more than one (1) employee from an Operational Unit where, in its opinion, it will not have the effect of interfering with Crothall's operational requirement.

The Union shall provide Crothall with as much advance notice, in writing, as possible but in no event less than in the case of (a) thirty (30) calendar days and in the case of (b) five (5) calendar days.

Section 3: Bereavement Leave

When a death occurs to a member of a regular full-time Employee's immediate family, the employee will be granted a leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for scheduled work days for work he/she is absent as follows:

- (i) on the death of a spouse, child or parent; three (3) consecutive days;
- (ii) on the death of a parent-in-law, a brother or sister; two (2) consecutive days;
- (iii) on the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandson or granddaughter; one (1) day.

An additional two (2) days of unpaid leave may be granted to an employee for personal reasons if the funeral is being held in another province of Canada or another country.

Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

At the request of an employee and subject to Crothall's operational needs, Crothall may extend the unpaid bereavement leave or may provide an unpaid Crothallionate leave where the grounds for same are bona fide and verifiable.

Section 4: Jury or Crown and Coroner's Witness Duty

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by Crothall for the difference between the pay received for Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work based on the employee's proof of pay for such duty. It is

understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's Duty or Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

Section 5: Return from Leave

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

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Grievance Procedure

All grievances except grievances detailed in Section 3 below shall proceed as follows:

Step 1 The employee shall take the difference to his Crothall manager with or without his/her Steward within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.

Step 2 Failing settlement at Step 1, the employee or his Representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavour to settle the matter with the applicable Crothall manager or designate.

Step 3 Failing settlement at Step 2, the Union Business agent shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the grievance with Crothall applicable Regional Manager/Director or Crothall designate.

Step 4 Failing settlement at Step 3, the grievance shall be referred to an investigator for binding recommendations as provided in Section 2 below within forty-two (42) calendar days of the event giving rise to the difference.

In the event of a Crothall grievance, it shall proceed directly to Step 3.

Section 2: Investigator

In the event a grievance is referred to an investigator pursuant to Section 1, the investigator shall be chosen from the following list:

- (i) Gordon, J.
- (ii) Hall, J.
- (iii) Johnston, D.
- (iv) Kelleher, S.
- (v) Korbin, J.
- (vi) Munroe, D.
- (vii) Taylor, C.

The investigator chosen shall be the first investigator contacted who is able to confirm his/her availability to conduct the investigation and report binding recommendations in a reasonable time. The order in which the listed investigators are contacted shall be as follows:

- (i) alphabetically in the first investigation under this Article
- (ii) thereafter, alphabetically commencing with the first name following the investigator who last issued binding recommendations pursuant to this Article.

After an investigator has been retained, he/she will meet and hear the position of both sides, interview all relevant witnesses, consider all relevant evidence and render recommendations within twenty-one (21) calendar days of his/her appointment.

The investigator will be restricted to interpreting and applying the provisions of this agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

The Parties will bear an equal proportion of the fees and expenses of the investigator.

Section 3: Expedited Grievance and Arbitration Procedure

Notwithstanding Section 2, the following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify Crothall in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of Crothall's receipt of the Union's written grievance, officers of Crothall and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
 - (a) Gordon, J.
 - (b) Hall, J.
 - (c) Johnston, D.
 - (d) Kelleher, S.
 - (e) Korbin, J.
 - (f) Munroe, D.
 - (g) Taylor, C.
- (iv) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The order in which arbitrators are contacted shall be as follows:

- (a) alphabetically in the first arbitration under this Article; and
- (b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.
- (vi) The Arbitrator shall base his/her decision on evidence submitted by the Union and by Crothall's representatives, or their appointees.
- (vii) The Arbitrator's decision shall be final and binding on both parties.
- (viii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

Section 4: Time Limits

The time limits set out in sections 1 – 3 inclusive above may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

Section 5: Abandonment

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

The Parties agree that the operation of Section B7 of the BC Labour Relations Code is specifically excluded unless mutually agreed to by the Parties.

ARTICLE 13: WAGES AND JOB RATE RULES

Section 1: Wages

Basic rates of pay shall commence with the ratification of this Agreement by the bargaining unit and shall increase effective September 18 of each subsequent year in accordance with Appendix "A" however, an employee will not be prevented from receiving a higher rate of pay for their classification at Crothall's sole discretion or by mutual agreement between the Parties.

When an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for the higher classification, provided that he/she works at least three (3) hours in a higher classification.

Crothall agrees to notify the Union of any new classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the bargaining unit. Crothall further agrees to notify the Union of the applicable wage rate, and such rate and classification shall be considered as temporary for a period of twenty-one (21) days. The Union may request Crothall to negotiate rates of pay for any such new classification within the scope of this Agreement. In the event that the parties are unable to agree on the rate of pay for such a new classification, then either party may invoke the Arbitration procedure as set out in this Agreement. If

the Union does not request to negotiate a rate and or classification within the above twenty-one day period, then the rate and classification shall form part of the applicable wage schedule.

Section 2: Benefits

Benefits during the term of this Agreement shall be in accordance with Appendix "B". It is understood and agreed that Crothall is not itself obligated to provide benefits, other than paid sick days, pursuant to this Agreement but, with employees, to pay a portion of the premium for same pursuant to Appendix "B" to a benefits provider. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the Parties are bound by its terms.

ARTICLE 14: DEFINITIONS

Objective Interpretation: Where a specific definition of a word, or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical usage.

Time Span Reference: References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years unless expressly provided in this Agreement.

Specific Definitions: The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article.

Probationary Employee: An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee: An employee who works regularly scheduled shifts as assigned by Crothall on a continuing basis of more than twenty (20) hours per week.

Part Time Employee: An employee who works twenty (20) or less per week.

ARTICLE 15: MISCELLANEOUS

Section 1: Vaccination, Inoculation and Suitability

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work with specific client groups. Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of Crothall, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of Crothall. Where an employee is required by Crothall to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at Crothall's expense and on Crothall's time provided time spent is reasonable. Crothall shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

Section 2: Uniforms

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

Section 3: Strikes, Lockouts, Picketing

During the life of this Agreement, Crothall agrees it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee, shall authorize, encourage, or participate in any strike, suspension of work, or slowdown.

Employees may honour a legal picket line. The Union, however, recognizes and understands that Crothall is required to deliver, through its employees, uninterrupted services to its clients' residents or patients. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the relevant union(s).

Section 4: Force Majeure/Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of Crothall, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

Section 5: Savings Clause

(a) General

In the event that present or future legislation renders null and void or materially alters any provisions of this Agreement, the following shall apply:

- (i) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- (ii) Crothall and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (iii) If a mutual agreement cannot be struck as provided in (ii) above, the matter shall be arbitrated pursuant to Article 12 of this Agreement.

(b) *Health and Social Services Delivery Improvement Act ("Act")*

In the event that the Act is declared by a Court of competent authority to be of no force or effect, as contrary to the Canadian Constitution, Crothall's continuing obligations to employees pursuant to this Agreement shall be limited to the provision of appropriate termination notices pursuant to the *Employment Standards Act*.

ARTICLE 16: AGREEMENT TERM

The term of this Agreement shall be six (6) years commencing on the date that Crothall employees covered by this Agreement ratify this Agreement and from year to year thereafter, subject to the

right of either Party to this Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the union goes on strike, or
- (ii) Crothall locks out its employees.


The operation of subsections 50(2) and (3) of the British Columbia Labour Relations Code are excluded.

ARTICLE 17: EXECUTION

This Agreement may be executed by the respective Parties in counter-parts.


DATED THIS _____ DAY OF SEPTEMBER, 2003

CROTHALL GROUP CANADA (HEALTH SERVICES) LTD.
doing business as
CROTHALL SERVICES CANADA
Per:


Mr. Raymond Lee, Regional Vice-President
Authorized Signatory

Oct 9/03 RL

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA
LOCAL 1-3587
Per:


Authorized Signatory
SUNNY GHAG
Name
PRESIDENT
Title

Signed Sept 18/03 SG

APPENDIX A

Wage Rates and Adjustments

Classification	<u>Start*</u>	<u>Sept. 18/04</u> 2.50%	<u>Sept. 18/05</u> 3.00%	<u>Sept. 18/06</u> 3.00%	<u>Sept. 18/07</u> 3.00%	<u>Sept. 18/08</u> 2.00%
Housekeeping Aide	\$10.00	\$10.25	\$10.56	\$10.88	\$11.21	\$11.43
Laundry Aide	10.00	10.25	10.56	10.88	11.21	11.43
Lead Hand (Housekeeping and Laundry)	11.00	11.28	11.61	11.96	12.32	12.57
Critical Care Housekeeping Aide	11.50	11.79	12.14	12.50	12.88	13.14

* The starting wage rates apply to the employees' attendance at required information; orientation; and training sessions and continue until the subsequent wage increases effective September 18 of the year subsequent to ratification.

APPENDIX B

Summary of Benefits

Available to employees with seniority who are continuously scheduled to work 20 or more hours per week.

BC Medical Plan	100% of the premium paid by Crothall
Life and AD & D Insurance	\$25,000.00 coverage 100% Crothall paid
Dental Plan	Basic Prevention Coverage 70% Crothall paid 30% Employee paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 70% Crothall paid 30% Employee paid
Vision Care	\$200.00 per Employee every 24 months.
Paid Sickdays The paid sick days are available in each six-month period but cannot be carried over to the next period and the days available in two six-months may not be combined or otherwise taken concurrently.	2 in the first six months of a calendar year 2 in the second six months of a calendar year

An eligible employee may reapply for benefit coverage once a minimum of 12 months has expired until the last application, last offer of benefit coverage or under special circumstances or outlined in the Master Contract.

Letter of Understanding No. 1

For clarification and certainty, the Parties agree that employees eligible for benefits pursuant to this Agreement shall be provided with a health and dental plan card, which is currently of a type known as a "swipe card".

COMPASS GROUP CANADA (HEALTH SERVICES) LTD.

doing business as

CROTHALL SERVICES CANADA

Per:

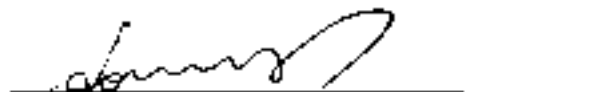


Mr. Raymond Lee, Regional Vice-President
Authorized Signatory

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA

LOCAL 1-3567

Per:



Authorized Signatory

SONNY GHAG
Name

PRESIDENT
Title