

*Eden*

**AGREEMENT**

**BETWEEN:**

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

**MORRISON MANAGEMENT SPECIALISTS  
and/or**

**MORRISON HEALTHCARE FOOD SERVICES**

**(Hereinafter referred to as "Compass")**

**AND:**

**INDUSTRIAL, WOOD AND ALLIED WORKERS OF CANADA  
LOCAL 1-3567**

**(Hereinafter referred to as "Union")**

**(EDEN INTERMEDIATE CARE HOME)**

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## ARTICLE 1: PARTNERSHIP AGREEMENT

### Section 1: Statement of Partnership

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

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

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

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

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

The Parties recognize the necessity of providing a dining and service experience for the residents of Eden Care Intermediate Care Home that is based on meals that meet the nutritional and quality standards stipulated by the contract between Compass and its client and that are presented and bussed in an efficient and timely manner.

### 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.

## ARTICLE 2: BARGAINING AGENCY

### Section 1: Recognition

Compass recognizes the Union as the exclusive bargaining agent for al. of its employees employed in the performance or provision of food, laundry and housekeeping services operated by Compass at the Eden Intermediate Care Home, 9100 Charles Street, Chilliwack, British Columbia, pursuant to a contract(s) between Compass and Chantelle Management Ltd.

### 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 Compass 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 Compass, 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 Compass' 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 Compass.

### 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 employees are required by Compass, 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 Compass, in its sole discretion, may hire one.

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

In the event that, following its consideration of candidates referred by the Union hiring hall Compass 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 Compass.

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 Compass and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by Compass. In such circumstances the Union agrees to hold Compass harmless and to indemnify Compass 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**

Compass 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**

Compass shall provide space for one bulletin board for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate. The Union will provide Compass with a copy of the material posted prior to its posting.

**Section 8: Check-off**

Compass shall request all 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 Compass \_\_\_\_\_  
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 membership in I.W.A. - CANADA, Local 1-3567, 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.

Compass 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**

Compass 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 Compass 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 Compass 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 Compass, or with the management of or direction of the workforce.

### **Section 10: Access to Operation**

Official Union Representatives shall obtain reasonable access to Compass' Employees for the purposes of this Agreement, including the ratification of this Agreement by Compass' Employees, which access shall be granted by Compass at the Union's request and on such reasonable written terms and conditions as may be laid down by Compass.

### **Section 11: Volunteers**

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



- Section 12: Training and Education Fund

The Employer shall contribute ten cents (\$0.10) per employee per regular hour worked to the Union's Training and Education Fund.

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

Compass 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, Compass will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to Service 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.

Compass 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 Compass.

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 Compass 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 Compass' 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, Service Seniority within a classification shall be the determining factor when voluntary requests cannot be solicited.

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: Service Seniority Definition**

"Service Seniority" means continuous, unbroken service with Compass from date of hire to the bargaining unit recognized in Article 2, Section 1, above.

### **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 Compass 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, Compass will lay-off in reverse order of Service Seniority within the bargaining 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 Service 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) Service 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 Seniority Lists**

It is agreed that upon request of the Union, the Service Seniority list will be supplied by Compass setting out the names of the employees and accumulated Compass unit hours worked for the purposes of Service 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 Compass;
- (ii) is discharged by Compass;
- (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 the Eden Intermediate Care Home for reasons beyond Compass' control.

#### **Section 7: Recall**

Employees will be recalled in order of Service Seniority provided that the employee has the qualifications to perform the required job functions. Compass will contact the employee by telephone and give the employee a verbal Notice of Recall. If Compass attempts but does not contact the employee by telephone then Compass 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 Compass 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 Compass, retain all seniority rights.

### **Section 8: 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**

Compass 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 Compass confirming that the employee is unable to attend work due to injury or illness.

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

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

Compass 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 Compass 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. Compass may require the employee to supply verification of the illness or injury prior to Compass' consideration of the request.

## Section 2: Union Business

- (i) Compass 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 Compass within thirty (30) calendar days after completion of the term of employment with the Union.
- (ii) Compass 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. Compass 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 one (1) in number. Compass may, in its discretion, grant leave to more than one (1) employee where, in its opinion, it will not have the effect of interfering with Compass' operational requirement.

The Union shall provide Compass with as much advance notice, in writing, as possible but in no event in the case of (i) less than thirty (30) calendar days and in the case of (ii) less than 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 Compass' operational needs, Compass may extend the unpaid bereavement leave or may provide an unpaid compassionate 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 Compass 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 Compass manager with or without his/hor Steward within seven (7) calendar days from the date the employee know 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 Compass 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 Compass applicable Regional Manager/Director or Compass 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 Compass 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 Compass in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of Compass' receipt of the Union's written grievance, officers of Compass 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



- (c) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article
- (iv) 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 Compass' 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 87 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 during the term of this Agreement shall be in accordance with Appendix "A" however, an employee will not be prevented from receiving a higher rate of pay for their classification at Compass' 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.

Compass 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. Compass 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 Compass 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 Compass 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 otherwise 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 Compass on a continuing basis of more than twenty (20) hours per week.

*Part Time Employee:* An employee who works twenty (20) hours 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 Compass, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of Compass. Where an employee is required by Compass to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at Compass' expense and on Compass' time provided time spent is reasonable. Compass shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

### Section 2: Criminal Records Checks

An employee or applicant for employment shall, at Compass' request and cost, submit to a criminal record check. Compass may refuse an application for employment or terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee or the employment for which application has been made or where the conviction(s) is contrary to a bona fide occupational requirement.

### Section 3: Uniforms

Uniforms are to be supplied by Compass 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 4: Strikes, Lockouts, Picketing

During the life of this Agreement, Compass 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 Compass 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 5: 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 Compass, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

### Section 6: Saving 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) Compass 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, Compass' 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 five (5) years commencing on the date that Compass commences operations at Eden Intermediate Care Home pursuant to a service contract(s) with Eden Intermediate Care Home (Chantelle Management) 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:

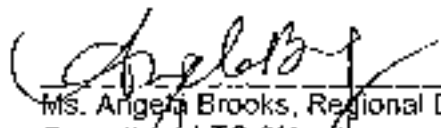
- (i) the union goes on strike, or
- (ii) Compass locks out its employees

**ARTICLE 17: EXECUTION**


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

DATED THIS 9 DAY OF JULY, 2003

COMPASS GROUP CANADA (HEALTH SERVICES) LTD.  
doing business as  
MORRISON MANAGEMENT SPECIALISTS  
and/or  
MORRISON HEALTHCARE FOOD SERVICES  
Per:

  
\_\_\_\_\_  
Ms. Angela Brooks, Regional Director of  
Operations LTC (West)  
Authorized Signatory

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA  
LOCAL 1-3567  
Per:

  
\_\_\_\_\_

Authorized Signatory

SONNY GHAIS  
\_\_\_\_\_

Name

PRESIDENT  
\_\_\_\_\_

Title

APPENDIX A

Wage Rates and Adjustments

<u>Classification</u>	<u>Probation Rate</u> % Increase	<u>2003 Start</u>	<u>2004 Y2'</u> 2.50%	<u>2005 Y3''</u> 3.00%	<u>2006 Y4***</u> 3.00%	<u>2007 Y5****</u> 3.00%
Cook	\$14.00	\$14.75	\$15.12	\$15.57	\$16.04	\$16.52
Service	9.50	10.00	10.25	10.56	10.88	11.21
Housekeeping Aide	9.50	10.00	10.25	10.56	10.88	11.21
Laundry Aide	9.50	10.00	10.25	10.56	10.88	11.21
Lead Hand (Housekeeping and Laundry)	10.50	11.00	11.28	11.61	11.96	12.32

Wage adjustments in Years 2, 3, 4, and 5 will be effective on the anniversary date of the first date that Compass commences service at Eden Intermediate Care Home.

APPENDIX B

Summary of Benefits

BC Medical Plan Life and AD & D Insurance	100% of the premium paid by Compass \$25,000.00 coverage 100% Compass paid
Dental Plan	Basic Prevention Coverage 70% Compass 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% Compass 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

Employees who have completed the probationary period and who are continually scheduled to work 20 or more hours per week are eligible for benefits coverage.

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve-month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the Master Contract.