

COLLECTIVE AGREEMENT

BETWEEN

COMPASS GROUP CANADA (BEAVER LTD.)

AND

CAW LOCAL 3000

April 1, 2003 – March 31, 2006

CAW  TCA
CANADA

PREAMBLE

The Employer and the Union recognize their mutual interest in serving the community, especially the students and faculty of Capilano College, by providing efficient and friendly food service.

The parties therefore agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein this agreement concerning working conditions and conditions of employment to be observed between the parties and to provide a method for the orderly adjustment of differences and grievances and also to agree to co-operate fully in the promotion and achievement of the above objectives. Now therefore this agreement witnesseth that in consideration of the mutual covenants and agreements set forth, the parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

1.01 Exclusive Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 1.01 hereof, for the purpose of determining all working conditions and conditions of employment.
- (b) For greater certainty, no employee shall be compelled to enter into any individual contract or agreement with his/her Employer varying the terms and conditions of employment contained herein.

1.02 Definition of Employee

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered or may be covered by the certification issued by the Labour Relations Board of British Columbia.

1.03 Performance of Bargaining Unit 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, on the job training, instruction of employees, in cases of emergency, or the current practice of management performing duties necessary to ensure the efficient and hospitable operation of the business.

1.04 Work Retention and Sub-Contracting

The Employer shall not contract out work that is being done by members of the bargaining unit. Any anticipated changes to the products used and/or services provided will be discussed with the Union first.

1.05 Shop Steward

- (a) Two (2) Shop Stewards selected by the Union and recognized by the Employer shall be allowed reasonable time off during working hours where it is required in connection with the handling of a grievance, provided that permission is received in advance from his/her supervisor. Such permission shall not be unreasonably withheld and time spent in handling grievances shall be considered time worked.
- (b) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of shop steward.

1.06 Union Access to Employer's Premises

The Union Representative(s), duly authorized and with prior notice to the Employer, shall be allowed access to the Employer's premises.

1.07 Bulletin Board

The Employer will provide a bulletin board on the premises for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Steward Committee of the Union.

ARTICLE 2 - UNION SECURITY

2.01 Check-off: Process and Procedure

- (a) The Employer agrees to deduct initiation fees, Union dues and dues arrears as directed by the Union, upon receipt of a signed authorization by the employee. Amounts collected will be remitted monthly by mail to the Union's Treasurer, by the tenth (10th) day of the month following the month in which the deductions are made. All new employees coming into the bargaining unit shall complete and sign the Union application card within thirty (30) days of employment. The cards will be supplied to the Employer by the Union.
- (b) Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.
- (c) The Employer agrees to show on each employee's T4 slip the amount of dues deducted.

2.02 Membership

All employees within the bargaining unit shall become and remain members of the Union as a condition of employment.

2.03 Union Hiring Hall

The Employer will notify the Union of all job postings.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 Reservations to Management

Subject to the terms and conditions of this agreement the Union recognizes that it is the exclusive function of the Employer to:

- (a) maintain order, efficiency and to direct the workforce;
- (b) hire, promote, demote, classify, transfer and discipline up to and including discharge;
- (c) make, enforce and alter from time to time reasonable rules and reasonable regulations to be observed by the employees; said rules and regulations not being inconsistent with the provisions of this agreement.

ARTICLE 4 - HOURS OF WORK AND MEALS

4.01 Hours of Work

The Employer agrees that no employee covered by this agreement shall be employed for a greater number of hours than:

- (a) forty (40) hours in any one week
- (b) five (5) days in any one week
- (c) eight (8) hours in any one day except as outlined in Article 4.09 when an employee can be requested to work overtime.

Employees will be entitled to at least two (2) consecutive days off per week unless otherwise mutually agreed between the employee and the Employer. It is understood that the above mentioned provisions are intended only to provide the basis for calculating time worked and shall not constitute a guarantee of hours of work per day or per week or of days of work per week.

4.02 Minimum Report Time

An employee called into work or scheduled to work and who reports to work shall be paid a minimum of four (4) hours pay.

Students may be scheduled a minimum of two (2) hours as per present practice.

4.03 Scheduling of Shifts

- (a) The Employer agrees not to schedule split shifts.
- (b) Pay for time worked shall be calculated upwards to the nearest quarter hour.
- (c) The Employer agrees that there shall be a minimum of twelve hours rest between scheduled shifts unless otherwise mutually agreed to.
- (d) Employees may request that their scheduled hours and days of work be set respecting agreed upon restrictions by advising the Employer in writing not later than three (3) days before the schedule is to be posted.
- (e) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight and one-half (8½) (eight (8) hours pay) before instituting shifts of a lesser duration.
- (f) The Parties agree that the intent of (e) above is not to decrease the number of staff the Employer requires during peak periods of the day.

4.04 Assignment of Shifts by Seniority

- (a) Within department and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.
- (b) Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

4.05 Posting of Work Schedule

The Employer agrees to post the work schedule not later than 12.01 p.m. on Thursday of each week for the following week.

- (a) The schedule shall be placed on the bulletin board and shall contain the following information for each scheduled employee:
 - employee's name
 - classification - job title
 - days worked
 - days off
 - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of the employee to inform himself/herself of the information contained in the posted work schedule.

4.06 Changes in Schedule

- (a) Once the schedule is posted it cannot be changed without the consent of the employee unless the Employer must change the schedule due to circumstances outlined in Article 4.10.
- (b) No substitutions of shifts between employees shall occur without the consent of the Employer.

4.07 Rest Periods

- (a) Employees working a shift of more than five (5) hours shall receive an unpaid meal period of not less than one-half (2) hour. Employees called back to work from a meal period shall be given the balance of their meal period later in their shift.
- (b) An employee working a shift of not less than four (4) hours shall receive one (1) fifteen (15) minute paid rest period. An employee working a shift of more than six and one-half (6½) hours shall receive one (1) additional fifteen (15) minute paid rest period.

4.08 Meal and Rest Breaks

All employees entitled to a meal break are entitled to an Employer paid meal during that shift. All employees entitled to a rest break are entitled to an Employer approved beverage and food item.

4.09 Changes in Break Periods

The Employer shall schedule and approve all changes to breaks and lunch periods. If a break or lunch period is missed and cannot be rescheduled during the day the employee shall be compensated accordingly.

4.10 Overtime

It is agreed that overtime may be necessary in order to respond to the service requirements of the facility. Therefore the Employer reserves the right to schedule overtime work particularly when such overtime is due to the unexpected absence of an employee or in a circumstance beyond the control of the Employer.

The Employer agrees to give fair and reasonable consideration to personal reasons from individual employees for inability to work overtime.

The Union agrees that when overtime is necessary to meet the demands of catering it will co-operate with the Company to make sure that employees are available to do the work.

4.11 Overtime Rate

Overtime at the rate of time and one-half (1²) the employee's regular hourly rate shall be paid for all work performed:

- (i) after eight (8) hours in a day; this rate will be increased to double (2) times after eleven (11) hours in one day;
- (ii) after forty (40) hours in a work week; this rate will be increased to double (2) times after forty-three (43) hours in a work week.

ARTICLE 5 - SENIORITY

5.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit from the date of hire applied in the classification.

A person working temporarily in another classification will accumulate seniority only in their regular classification.

5.02 Eligibility for Seniority Entitlement

The seniority of each employee covered by this Agreement will be established after that employee has worked a probationary period of thirty (30) days worked or sixty (60) calendar days whichever occurs first. If an employee is deemed unsuitable, that employee will not be retained in the service of the Company. Employees will be advised of their progress in writing during the probationary period. The probationary period may be extended with the mutual agreement of the Union and the Employer.

Following the completion of the probationary period an employee's seniority shall be established as that employee's first day of employment.

5.03 Promotions, Transfers and Filling of Vacancies

For the purposes of promotion and transfer the Employer will apply seniority providing however, that any employee who claims the right to exercise his/her seniority must have the qualifications and ability to do the required work.

5.04 Notice of Lay-off

In the event of any layoff one (1) week's notice of layoff or pay in lieu shall be given to each employee.

The Employer agrees to post notice containing the estimated dates of the seasonal breaks as soon as the dates are known to the Employer.

5.05 Lay-off Procedure

An employee will be laid off according to his/her seniority applied on a classification basis. An employee who has been given a layoff notice and who has worked (i.e., held a posted position) in another classification and has the present ability may "bump" a less senior employee working in that other classification.

5.06 No New Employee Hired While Employee Laid Off

New employees shall not be hired in a classification while employees who have the ability to perform the work are laid off.

5.07 Avoidance of Layoff Through Redistribution of the Available Work

The Employer may either lay off employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work in order to avoid the layoff.

5.08 Recall Procedure

- (a) Employees shall be recalled in the inverse order of their layoff.
- (b) After each semester break employees shall be notified of recall by telephone or other type of message which will be confirmed by mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, except when by mutual agreement between the Employer and the Union failure to report within the specified time limit was unavoidable.

5.09 Accrual of Seniority

Seniority shall be maintained and accumulated during:

- (a) periods of nonoccupational illness or injury;
- (b) jury duty;
- (c) authorized leaves of absence of up to 6 months;
- (d) layoff for the following periods after which an employee's seniority will terminate;
 - (i) end of probationary period up to six (6) months - six (6) months;
 - (ii) six (6) months service up to one (1) year - twelve (12) months;
 - (iii) one (1) year's service or longer - eighteen (18) months
- (e) periods of maternity and parental leave.

5.10 Seniority Cancelled

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in 5.08;
- (d) is still on layoff and the seniority retention periods as described in 5.09 have elapsed.

5.11 Seniority Lists

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee. The Employer agrees to provide the Union with a revised seniority list on request.

ARTICLE 6 - JOB SECURITY RELATED MATTERS

6.01 Operation Closure

The Employer agrees to give, as set out in Section 54 of the Labour Relations Code, written notice of the Employer operation losing the contract with the College or any department thereof, to the Union and to the employees affected by the closure. In the event the Employer does not give notice as described herein, the Employer agrees to pay the affected employees pay in lieu of notice in accordance with the Employment Standards Act provisions.

ARTICLE 7 - JOB POSTING AND JOB AWARDS

7.01 Job Posting

Vacancies for positions involving regularly scheduled work shall be posted for five (5) calendar days. The Shop Steward will be provided a copy of all job postings.

7.02 Job Posting Detail

The posting shall contain the following information:

- (i) the job classification;
- (ii) a general outline of the included duties and responsibilities;
- (iii) the anticipated hours of work per week;

- (iv) the anticipated shifts to be worked;
- (v) the applicable wage rate.

7.03 Selection Process

Available jobs shall be awarded to the most senior applicant who has the necessary skills and ability to do the job. Employees awarded jobs in accordance with this provision are subject to a ten (10) day working trial-training period. If after the ten (10) day working trial period the performance is unsatisfactory the employee will be returned to his/her previous position with no loss of seniority.

7.04 Successful Applicant

The name of the applicant awarded the position will be posted on the bulletin board within five (5) days of the award.

ARTICLE 8 - DISCIPLINE

8.01 Just and Reasonable Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

8.02 Union Representation

When an employee is called to a disciplinary interview by a member of management, the employee will be so informed before the interview and will be advised of entitlement to Union representation during the interview. Should an employee elect Union representation, the interview will not proceed until the Union representative is present.

8.03 Access to Personnel File

(a) The Employer agrees that an employee shall have access to his/her personnel file. Such access shall be requested in writing and scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a representative of the Employer shall be present at all times.

(b) An employee who disputes a document in his/her file may submit a written statement outlining the basis of the dispute. This statement shall be added to the file.

8.04 Signing of Written Notice

In the signing of a written disciplinary notice the employee acknowledges that he/she has been notified accordingly.

8.05 Recording of the Complaints

No disciplinary complaint shall be recorded against an employee nor used against him/her at any time unless said employee and the Union are advised accordingly in writing within fifteen (15) working days of the Employer's knowledge of the incident or occurrence giving rise to the disciplinary complaint.

8.06 Written Reasons

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

8.07 Legitimate Picket Line

An employee shall not be disciplined for honouring a legitimate picket line.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Procedure

Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement, shall be dealt with in the following manner:

(a) Informal Step

The employee is encouraged to make an earnest effort to resolve the grievance directly with his/her immediate supervisor. At his/her option, the employee may be accompanied by a shop steward.

(b) Step 1

The employee concerned may, within ten (10) working days of knowledge of the incident, in the presence of his/her shop steward, meet with the Food Service Director to attempt to settle the written grievance. Management shall respond within five (5) working days of the date of the step 1 meeting outlining in writing the Employer's position.

(c) Step 2

Failing settlement at step 1, the shop steward, with or without the Union staff representative, may within five (5) working days of the step 1 response, meet with the Food Service Director and District Management in order to attempt to settle the grievance. At this step, arrangements can be made for other Union and Employer representatives to attend. The Employer shall render his/her decision, in writing within five (5) working days of the step 2 meeting.

(d) Step 3

Failing settlement at Step 2 the Union representative(s) and the Food Service Director and Regional Management shall meet within five (5) working days of the Step 2 response in order to attempt to settle the grievance. The Employer shall render a written decision within five (5) working days.

(e) Step 4

If final settlement of the grievance is not reached at Step 3 then either party may within seven (7) calendar days of the Step 3 response notify the other party that they wish to seek a third party settlement to the grievance.

The options available to the parties are:

1. Section 87 application - or
2. Section 103 of the Labour Relations Code - optional grievance investigation procedure - or
3. Single arbitrator as outlined in Article 10.

The parties may, by mutual agreement make the Section 87 or Section 103 recommendations binding.

If the recommendation is not made binding either party may, within seven (7) calendar days notify the other that the grievance will be submitted to a single arbitrator as outlined in Article 10.

The time limits outlined in Article 9.01 may be extended by mutual agreement between the parties.

9.02 Discharge, Suspension, Group, or Policy Grievances

Discharge or suspension grievances, group, or policy grievances shall be admitted at Step 2 of the grievance procedure.

9.03 Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

ARTICLE 10 - ARBITRATION

10.01 Arbitration Procedure

If the parties have been unable to resolve the dispute in accordance with Article 9 the dispute shall be referred to a single arbitrator.

- (a) The arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of

the hearing. This time limit may be extended by mutual agreement of the parties.

- (b) The decision of the arbitrator shall be final and binding on both parties.
- (c) Each party shall bear one-half (2) the cost of the arbitrator.
- (d) The arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

ARTICLE 11 - HEALTH AND SAFETY

11.01 Health and Safety Program

The Employer agrees that it is the Employer's responsibility to make provisions for the health and safety of all employees during the hours of their employment and to provide direction and instruction in the safe performance of their duties. The Employer shall implement its Health and Safety Program in co-operation with the employees and the Union. Specifically this implementation shall include:

- (a) The formation of a joint Health and Safety Committee.
- (b) Worksite inspections prior to monthly Health and Safety Committee meetings.
- (c) Staff meetings at least quarterly.
- (d) Exchange of information designed to facilitate the maintenance of a safe and healthy workplace.

The Union and employees also recognize that employees share the responsibility for health and safety in the workplace with the Employer and agree to cooperate fully on all matters of health and safety including such things as:

- (i) Reporting all injuries resulting from workplace accidents as soon as practical and no later than the end of the shift.
- (ii) Reporting hazards to the Employer or Health and Safety Committee member as quickly as possible.
- (iii) Using required personal protective equipment.

11.02 The Health and Safety Committee shall:

- (a) Be comprised of two employees elected from the bargaining unit and two representatives of unit management;
- (b) Meet at least monthly;

- (c) Assist in creating a safe workplace;
- (d) Recommend actions to improve the effectiveness of the Health and Safety Programme, and
- (e) Promote compliance with provincial occupational health and safety legislation.

11.03 Health and Safety Clothing, Tools and Equipment

The Employer shall provide employees with the necessary tools, equipment and protective gloves, goggles and masks. These shall be maintained and replaced at the Employer's expense.

11.04 Disclosure of Information

The Employer will provide employees with WHMIS training and MSDS to ensure the safe handling of chemicals and all other substances in the Unit. The Health and Safety Committee will be advised at least thirty days in advance of the planned introduction of new chemicals. MSDS for such chemicals will be made available as far in advance as possible.

11.05 Paid Leave for Health and Safety Training

The Employer agrees to allow Union Committee members time off with no loss of seniority, or benefits to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health, safety and environmental matters. The Employer will pay the regular wages of such employees up to an aggregate of 25 hours per year.

11.06 Injured Worker Provisions

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to his/her doctor's or hospital or his/her home.

11.07 Accompanying and Inspector

The Shop Steward or the Health and Safety Committee member or in the absence of either another member of the bargaining unit may accompany an inspector of the WCB on an inspection tour without loss of pay.

11.08 Information on First Aid Assistance

The Employer agrees to provide employees with information on how to obtain First Aid Assistance.

11.09 Employees With Permanent Disability

The Employer shall make every effort to provide an employee who suffers a permanent disability with a suitable job.

11.10 Whistleblower Protection

No employee will be disciplined for notifying the appropriate authorities of a release of hazardous substances to the air, earth or water systems. However it is agreed that the Employer would be notified first and given the opportunity to take prompt immediate action.

11.11 Confidentiality of Health Information

The Parties to this Agreement recognize the importance of confidentiality of health information and of access by employees to their own health information. To this end the following shall apply:

- (a) The Employer shall not be allowed access to health information about any employee. This information must be kept confidential between the employee and the health professional.
- (b) All health information shall be stored separately from other employee information. It shall be locked and accessible only to those persons directly involved in administering that information.
- (c) An employee has the right of access to all of his or her health information including a right to request that corrections be made, if necessary, or a notation of the objection be included in his or her file.

ARTICLE 12 - WAGES AND CLASSIFICATIONS

12.01 Wage Schedule

- (a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties, and is a part of this Collective Agreement.

12.02 New Job Classifications

- (a) If any new job classifications are established the parties hereto are agreed to negotiate a rate for the job(s) in question.

Pending final agreement on the rate the Employer shall set an interim rate for the new classification. If the final established rate is higher than the interim rate, the established rate shall be retroactive to the establishment of the new classification.

- (b) If the parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

12.03 Higher Rate of Pay

(a) Ad Hoc

Any employee assigned to perform work classified at a higher rate of pay shall receive such higher rate while performing such work. It is understood that such work is paid to the nearest one quarter (3) hour.

(b) Regular Schedule

An employee working one (1) hour or more in a higher classification on a regular scheduled basis will be paid the higher rate for all time worked.

12.04 Upon written request, regular employees may elect to have their cheques deposited directly to any financial institution in the Province of British Columbia.

ARTICLE 13 - CASH AND FLOATS

13.01 Cash Float

Where a cash float is required in the performance of the duties and responsibilities of a job, the Employer will provide a sufficient and consistent cash float to the employee, subject to the following conditions:

- (i) the cash float will be turned in at the end of each shift; and
- (ii) the cash float is to be used only for the purposes of performing the duties and responsibilities of the job; and

13.02 Cashing Out

The employee shall be given adequate time to cash out in accordance with the Employer's cash handling procedure.

13.03 Accountability

It is the responsibility of employees to follow the cash handling procedures as set out by the Employer.

ARTICLE 14 - HEALTH AND WELFARE PLAN

14.01 Effective the 1st of the month following ratification, the Employer agrees to enroll all employees regularly scheduled to work twenty (20) hours or more each week in the Medical Services Plan of British Columbia, and pay 100% of the monthly premiums for the same.

New employees become eligible for their MSP-BC coverage the first of the month following completion of 90 calendar days. The Employer agrees to maintain all Health and Welfare Benefits as listed in Article 14.01, 14.02 and 14.03 for employees who are off work due to injury, illness, seasonal layoff or parental leave for up to a maximum of thirty-two (32) weeks.

The Employer further agrees to continue medical and extended health benefits for the duration of any Workers' Compensation claim to a maximum of twelve (12) months.

An employee shall have the option of continuing the above benefits by paying the premium either by:

- (a) authorized deduction on the first pay period after returning to work.
- (b) arranging to pay the monthly premiums to the Health and Welfare Plan.

An employee who is granted a personal Leave of Absence shall have their benefits paid to the end of the month in which the leave is granted thereafter premiums must be paid by the employee to ensure continuation during the leave period.

14.02 The Employer agrees to pay 100% of the monthly premium to the Union's Health and Welfare Plan.

Eligibility one year service working 20 hours of more per week. The Union Health and Welfare Dental Plan - 100% Employer Paid Premium

Plan A 100% of Plan A Benefits
100% of Full Upper and/or Lower Dentures

Plan B 75% of Crowns, Bridges and Partial Dentures

Maximum limit is \$1,500.00 per person per calendar year for Plan A and B combined.

Plan C 50% of claims for Orthodontics - Maximum lifetime claim per patient \$3,000.00 (Plan will payout \$750.00)

14.03 Sick Days

A bank of sick days will be created for the employee group based on one sick day per calendar year per employee. Employees may use a second day out of this pool if required.

ARTICLE 15 - VACATIONS

15.01 Vacation Entitlement

Each bargaining unit employee is entitled to annual vacations and pay as follows:

- (a) Less than one (1) year - one (1) day for each month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings.
- (b) After one (1) year but less than five (5) years - two (2) weeks vacation with four percent (4%) of gross earnings.
- (c) After five (5) years but less than ten (10) years -three (3) weeks vacation with six percent (6%) of gross earnings.
- (d) After ten (10) years but less than fifteen (15) years - four (4) weeks vacation with eight percent (8%) of gross earnings.
- (e) After fifteen years or more - five (5) weeks vacation with ten percent (10%) of gross earnings.

15.02 Calculation Period and the Timing of Vacation Entitlement

- (a) An employee's vacation time and vacation pay shall be calculated from his/her most recent date of hire, or subsequent anniversary date, to March 31st.
- (b) Vacation pay will be paid out the first payroll in April.
- (c) Should an employee wish to receive vacation pay prior to this consistent with his/her vacation or layoff sufficient (3 weeks) advance written notice must be given the Unit Manager who will advise Payroll.

15.03 Vacation Pay Upon Termination

Employees who leave the employ of the Employer will be paid the balance of vacation pay owing upon termination no later than the first payroll following termination of employment.

15.04 Vacation Scheduling

Vacation scheduling shall be arranged during the month of March of each year in accordance with seniority within a department. The vacation schedule shall be posted by March 1st of each year and confirmed by April 1st. Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees who do not apply for vacation periods until after April 1st will be fitted into the remaining available vacation times on a "first come first served" basis. Employees may schedule their vacations a week

at a time. The Employer agrees to consult with the Union Shop Steward on an ongoing basis to facilitate vacation scheduling. For the purpose of statutory holiday eligibility vacation shall be considered time worked.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 Eligibility for Statutory Holiday Pay

- (a) To be eligible to receive pay for a statutory holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her first regularly scheduled shift following the holiday and must have worked ten (10) of the previous thirty (30) calendar days.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident.

16.02 Payment of Statutory Holidays

- (a) Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they were scheduled for work on the Statutory Holiday. For purposes of this article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately proceeding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. The designated Statutory Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	B.C. Day

- (b) An employee who is scheduled by the Employer to work on a Statutory Holiday, shall be paid one and one-half (1.5) times his/her normal wage rates for any hours so worked, on all Statutory Holidays in addition to the payment provided for in (a) above.

Employees shall receive another day off, with pay, for any Statutory Holiday that falls on their regular day off.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant three (3) days' leave with pay and may grant additional time off without pay as needed. The granting of such time off shall not be unreasonably denied. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparents, mothers-in-law, fathers-in-law and any relative permanently residing with the employee.

17.02 Jury Duty

Employees, who have completed their probationary period, who are summoned or subpoenaed for jury selection, jury duty, or as a witness, shall be paid for the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Employer with a statement of the pay received when claiming the pay difference.

17.03 Family Care Leave

In the case of serious illness in the family and where there is no other care giver available the Employer shall grant reasonable leave of absence without pay. The employee shall make all reasonable efforts to provide the Employer with advance notice of requirement for this leave.

17.04 Leave for Union Business

If an employee of the Employer should be elected to act as a delegate for the Union, she/he shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business. Only one employee at a time shall be granted such leave of absence.

17.05 Parental Leave

Any employee, on their written request supported by a certificate of a medical practitioner, if applicable, or any employee who notified the Employer that they have adopted a newly born child, is entitled to a parental leave of absence from work without pay, as set out in the Employment Standards Act of British Columbia subject to the following:

- (a) In addition the Employer shall grant an unpaid leave of absence of up to six (6) months to an employee who has a newborn child or who assumes parental responsibilities.
- (b) An employee in her pregnancy shall be granted an indefinite leave of absence prior to childbirth based on her physician's medical advice.

- (c) Employees granted leave under this section shall return to their former jobs in accordance with the applicable statutory requirements.

17.06 Personal Leave

The Employer may grant leaves of absence without pay not otherwise covered in Article 17 for personal reasons. Permission shall not be unreasonably withheld and shall be confirmed in writing.

ARTICLE 18 - HUMAN RIGHTS

18.01 Discrimination and/or Harassment Prohibited

The Parties agree that discrimination and/or harassment based on colour, national origin, religion, age, sexual orientation, marital status or handicap is absolutely prohibited. Action contravening this policy will constitute grounds for a disciplinary response.

18.02 Sexual Harassment Complaint

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties and in confidence. The Parties agree that sexual harassment is grounds for discipline.

Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes the following:

- (a) Unnecessary touching or patting.
- (b) Suggestive remarks or other verbal abuse.
- (c) Leering at a persons body.
- (d) Compromising invitations.
- (e) Demands for sexual favours.
- (f) Physical assault.

Employees shall report any harassment immediately to the Unit manager or District Management who will inform the Union. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Liaison Committee

The parties to the agreement agree to establish a joint management-union committee consisting of four (4) members, two (2) from the Union and two (2) from the Employer.

In general, it will be the purpose of this committee to examine, discuss and make recommendations to the parties on all matters of mutual interest in employee relations, and public and industry relations.

At the request of either party the Liaison Committee agree to meet every two months. Committee members shall be paid their regular straight time pay for all hours attending these meetings.

19.02 Payment for Meetings and Courses

Employees requested by the Employer to attend meetings, or required to take courses to upgrade their jobs or learn new jobs, will be paid at the appropriate rate in accordance with Article 4. Tuition costs of such training or required Industrial First Aid courses will be paid by the Employer.

19.03 Current Mailing Address and Telephone Number

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Employer for purposes of all notices.

19.04 Payment for Lost Time for Collective Bargaining

The Company agrees to pay lost time for time spent in collective bargaining.

19.05 Uniforms - Cleaning Allowance

Where an employee is required to launder their own uniforms, an allowance of fifty cents (50¢) per shift shall be paid to such employee.

19.06 Record of Employment

Upon an employee being without work for seven (7) consecutive calendar days or when an employee permanently leaves the employ of the Company, the Employer shall within seven (7) calendar days issue the employee's Record of Employment.

ARTICLE 20 - DURATION

20.01 Duration

- (a) This Agreement shall be in full force and effect from April 1, 2003 to and including March 31, 2006 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of a new collective agreement.
- (c) The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.
- (d) The Company agrees to contribute two hundred (200) dollars to the cost of printing the collective agreements.

20.02 No Strikes or Lockouts During This Agreement

The Union agrees not to strike and the Employer agrees not to lockout during the term of the Collective Agreement.

Signed on this ____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

APPENDIX "A"
WAGES

Classifications and Wages

	<u>Effective</u> <u>April 1/03</u>	<u>Effective</u> <u>Sept. 1/03</u>	<u>Effective</u> <u>April 1/04</u>	<u>Effective</u> <u>Sept. 1/04</u>	<u>Effective</u> <u>April 1/05</u>
Cook I	12.33	12.43	12.53	12.63	12.88
Short Order	11.78	11.88	11.98	12.08	12.33
Prep./Production	11.18	11.28	11.38	11.48	11.73
Cashier	11.33	11.43	11.53	11.63	11.88
Porter	10.83	10.93	11.03	11.13	11.38
General Help	10.48	10.58	10.68	10.78	11.03

RRSP

Eligibility 2 years continuous service working 20 hours per week. As of October 16, 2001, \$0.30 per hour for every hour worked. As of April 1, 2004, \$0.35 per hour.

Note: Withdrawal only upon termination.

Entry Rates - less 0.30 per hour for the first three months

Cook I - A Cook I possessing Provincial Journeyman's Cook papers will receive a \$2.00 per hour premium in addition to the classification rate shown above.

Signed on this ____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

LETTER OF UNDERSTANDING #1

Between

COMPASS GROUP CANADA (BEAVER LTD.)

And

CAW-CANADA LOCAL 3000

RE: TRANSFER OF CONTRACT

Compass extends the following statement of good will.

The Employer formally undertakes that it will not in any way act to interfere with the orderly transfer of its employees at Capilano College to the payroll of a second Employer should Compass' contractual responsibilities end.

and

That it will not, in any way, act to interfere with the continuing role of the Canadian Auto Workers as the properly constituted bargaining agent of the food service employees at Capilano College.

Signed on this _____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

LETTER OF UNDERSTANDING #2

Between

COMPASS GROUP CANADA (BEAVER LTD.)

And

CAW LOCAL 3000

RE: PRODUCT TESTING

The Parties agree that Compass at Capilano College may test products that are to be served in areas other than the cafeterias or kiosks. This testing shall be limited to the period of any one (1) school year (September to April) after which any continuation of the work shall be included in the Bargaining Unit.

Compass further agrees that there shall be no reduction of Bargaining Unit work as a result of testing products sold in areas other than the cafeteria or kiosks.

Signed on this _____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

LETTER OF UNDERSTANDING #3

Between

COMPASS GROUP CANADA (BEAVER LTD.)

And

CAW LOCAL 3000

RE: VIRGIL OCAMPO
VENDING MACHINE TECHNICIAN

The Parties agree that Virgil Ocampo falls under the terms and conditions of this Collective Agreement.

The Parties further agree that:

- a) In no way does this Letter of Understanding extend Union jurisdiction to other sites where Compass has catering contracts and where Mr. Ocampo may be required to work;
- b) Mr. Ocampo cannot be bumped from his position by another member in the Bargaining Unit, nor can he bump to another position;
- c) Mr. Ocampo's length of service with Compass and its predecessors shall count towards annual vacation entitlement only, although for all other purposes his seniority date shall be October 17, 2000;
- d) Mr. Ocampo's wage rate shall be \$13.34 effective April 1, 2003, \$13.44 effective September 1, 2003, \$13.54 effective April 1, 2004, \$13.64 effective September 1, 2004 and \$13.89 effective April 1, 2005

Signed this __ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

LETTER OF UNDERSTANDING #4

Between

COMPASS GROUP CANADA (BEAVER LTD.)

And

CAW LOCAL 3000

RE: BOOTS AND SHOES

The Company agrees to reimburse employees up to \$25.00 for the cost of boots or shoes upon submission of a receipt, subject to the following conditions.

- a) Employees must have 2 years seniority with the Company to be eligible for reimbursement.
- b) The first reimbursement will occur on or after September 1, 2005 for boots or shoes purchased after September 1, 2005.
- b) Employees will be eligible for reimbursement once each calendar year September 1 – August 31.

Signed this __ day of _____, 2003

FOR THE EMPLOYER

FOR THE UNION

Chris Meluin

Monique Helfrich

Ken Maguire

Denise Hoyle

Kevin Hancock

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