

# Collective Agreement

**Between:**

**Compass Group Canada (Beaver) Ltd.  
dba Eurest Support Services  
100 - 3700 North Fraser Way  
Burnaby, BC V5J 5H4**

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

**Party of the First Part**

**And:**

**UNITE HERE, Local 40  
#100 - 4853 East Hastings Street  
Burnaby, BC V5C 2L1**

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

**Party of the Second Part**

**Effective April 1<sup>st</sup> 2006 up to and including March 31<sup>st</sup>, 2009**

**Table of Contents**

Article 1 – Purpose ..... 3

Article 2 – Duration of Agreement ..... 3

Article 3 – Recognition ..... 3

Article 4 – Hours of Work and Meals ..... 4

Article 5 – Management Functions ..... 6

Article 6 – Union Security ..... 6

Article 7 – Seniority ..... 7

Article 8 – Leave of Absence ..... 8

Article 9 – Medical Examinations ..... 9

Article 10 – Wage Scale and Job Classification ..... 9

Article 11 – Statutory Holidays ..... 10

Article 12 – Annual Vacation ..... 11

Article 13 – General ..... 11

Article 14 – Grievance..... 12

Article 15 - Health Care Plan ..... 14

Article 16 – Dues Assessment Account ..... 14

Article 17 – RRSP’s ..... 15

Signing Page ..... 15

APPENDIX “A” ..... 16

## Article 1 - Purpose

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the employer and the employee and to stabilize the industry, to elevate the trade, and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

## Article 2 - Duration of Agreement

- 2.01 **This Agreement shall be for the period from ratification of this agreement to and including April 1<sup>st</sup>, 2006 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, March 31<sup>st</sup>, 2009, or immediately preceding July 31 an year thereafter by written notice, require the other party to the 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:

- a) The Union shall give notice to strike (or until the Union goes on strike) or;
- b) The Employer shall give notice of lockout (or the Employer shall lock out the employees) or;
- c) The parties shall conclude a renewal or revision of this Agreement or enter into a new collective agreement;

whichever is the earliest.

- 2.02 The operation of Section 50 (2) (3) of the Labour Relations Codes of British Columbia is hereby excluded.
- 2.03 The Union agrees during the term of this Agreement that there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of the Agreement there will be no lockout.

## Article 3 - Recognition

- 3.01 The Union is recognized as the sole and exclusive bargaining agent for all the employees of the Employer in the bargaining units detailed in Appendix "A" attached hereto. The Employer agrees not to bargain with any other labour organization for such employees specified in this Agreement during the term of this Agreement.
- 3.02 The Union recognizes that the Employer is allowed to utilize inmate labour for any and all positions in each unit. Inmate labour will not be covered by any of the terms and conditions of this Agreement.
- 3.03 The Union shall have the right to install and maintain one (1) shop steward in each geographical region. Shop stewards to be appointed by the employees provided such shop stewards shall, during their term of office, be employees of the Employer.

In the event of a termination of a “shop” and/or “job” steward, the Employer shall, upon the request of the Union, supply the Union in writing with the reason or reasons for such action.

- a) The Union will notify the Employer of such shop stewards as and when they are appointed or elected.
- b) The Employer will provide the Union with a list of the person in management with whom the Union’s steward should deal with in each department.

**3.04** It is recognized that the Union stewards will not absent themselves from their regular duties in order to deal with the grievances of employees. In accordance with this understanding, the Employer will compensate a steward at his regular pay for the time spent during working hours in the investigation or processing of grievances of employees. In as much as it is recognized that Union stewards have their regular work to perform for their Employer, a steward shall not leave his regular duties to investigate or process a grievance during working hours without first obtaining the permission of his immediate supervisor. Under the circumstances outlined above, the permission of his immediate supervisor will not be unreasonably withheld. The Union will notify the Employer in writing of the names of the stewards and no steward will be recognized by the Employer or elected by the Union until he or she has completed the probationary period as outlined herein.

**3.05** It is recognized that the Business Agent or his authorized representative of the Union shall have the right, at reasonable times, to interview employees in respect to Union affairs or in respect to the investigation or processing of the grievance. However, the Union recognizes that the action of the Business Agent or his authorized representative shall not cause any disturbance or interruption of the services rendered by the employees. When visiting the premises of the Employer for Union affairs, the Business Agent or his authorized representative shall first give prior notice to the District Manager of the Employer’s operations who will obtain permission from the Ministry of the Attorney General.

#### **Article 4 – Hours of Work and Meals**

**4.01** Seven (7) consecutive days shall constitute an employee’s workweek. Except as provided in 4.03, 4.04, 4.05 and 4.06 no employee covered by this Agreement shall be employed for a greater number of hours than:

An average of forty (40) hours per week on any of the following work schedules:

- a) Eight (8) hours per day, five (5) consecutive days equal to forty (40) hours with two (2) consecutive days off.
- b) Ten (10) hours per day, four (4) consecutive days of employment equal to forty (40) hours with three (3) consecutive days off.

**4.02** It is understood that the provisions of this article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days or work per week, or for any period whatsoever, and is not a guarantee of working schedules.

- 4.03** The Employer reserves the right to schedule overtime work and will give reasonable consideration to personal time worked and shall not constitute a guarantee of hours of work per day, or days or work per week, or for any period whatsoever, and is not a guarantee of working schedules. All work in excess of forty-eight (48) hours shall be paid at the rate of double time.
- 4.04** 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.
- 4.05** All shifts shall be a minimum of four (4) hours.
- 4.06** All employees will be assigned consecutive days off except in the case of emergencies. Emergencies are injuries, illness or other medical reasons relating to another employee.
- 4.07** Meal periods of one-half (1/2) hour shall be granted on the employees' own time as follows:
- Shifts from six (6) through eight (8) hours - one (1) one-half (1/2) hour rest period.  
Eight (8) through ten (10) hours two (2) one-half (1/2) hour rest periods. Wholesome meals shall be supplied by the Employer in accordance with the Employer's Policy.
- 4.08** An extra employee shall be one who is temporarily hired to perform work in addition to the steady shifts already established by the Employer, shall not be paid less than the minimum rate as described in this Agreement within the labour classification being performed.
- 4.09** All employees working a full eight (8) hour shift shall be allowed two (2) ten (10) minute rest periods each day aside from meal time, such minutes shall be taken on the Employer's time. All employees working a four (4) hour shift shall be allowed one (1) ten (10) minute rest period each day on the Employer's time. All employees working a six (6) hour shift shall be allowed one (1) ten (10) minute rest period halfway between the beginning time and his normal lunchtime on the Employer's time.
- 4.10** All hours worked in excess of forty (40) and up to forty-eight (48) hours in a week, or an average of forty (40) hours per week as per 40.1 until a break of eight (8) hours has occurred in any twenty-four (24) hour period shall be paid at the rate of time and a half.
- 4.11** There shall be placed in a conspicuous place, a work schedule specifying the names and classifications of each employee, days off for each employee, and the starting and finishing time of each employee, and the Employer shall keep the schedule up to date.
- 4.12** All work schedules pertaining to shifts of employees shall be posted; all employees are entitled to forty eight (48) hours notice of any change of their respective work schedule, except in emergency situations.

## **Article 5 – Management Functions**

- 5.01** The Union acknowledges that it is the right of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge for proper cause, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
  - c) make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of employees;
  - d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of offices and facilities, services to be performed and methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement;
  - e) Management agrees that in the exercise of these rights, it will observe the provisions of this Agreement.

## **Article 6 – Union Security**

- 6.01** All employees, steady or extra, may be hired through the office of the Union, where such help is available, acceptable and suitable to the Employer. However, in the event that the Union cannot supply help or in the event that the Employer desires to hire a particular individual directly, the Employer may hire directly providing such persons shall complete an application for membership in the Union on date of employment hiring.
- 6.02** It is understood and agreed that every person employed in any work classifications coming within the scope of this agreement shall be a member in good standing of the Union.
- 6.03** The Employer agrees to deduct initiation fees and union dues, upon receipt of a signed authorization by an employee, on the first pay of the following month. Such authorization to be completed and signed by the employee on commencement of employment. These monies to be remitted by the Employer to the Secretary of the Union within twenty-one (21) days of the deduction from the employee's pay. All employees coming into the bargaining unit shall complete and sign the Union application card. The cards to be used will be supplied by the Union.
- 6.04** For the purpose of this Agreement, the term "good standing" as referred to in 6.02 is defined to refer only and be limited to, the payment of Union membership dues and initiation fee.

- 6.05 No employee shall be compelled to, or allowed to, enter into any individual contract or agreement with his Employer concerning the conditions of employment or varying the conditions of employment contained herein.
- 6.06 In the event of expulsion for cause or resignation from the Union of any employee covered by this Agreement, upon notice in writing by registered mail from the Union giving the reason to that effect the Employer will immediately discontinue the employment of such employee, allowing three (3) working days to comply. In the case of expulsion for cause, all avenues of appeal must be completed before notice to the Employer is given.

#### **Article 7 - Seniority**

- 7.01 An employee will be considered on probation and will not be placed on a seniority list until he or she has completed ninety (90) calendar days.
- 7.02 Seniority lists will be based on the date on which the employee commences work in a unit and will apply to that unit only.
- 7.03 The Employer will have the right to transfer employees within units without regard to seniority lists.
- 7.04
- a) The Employer agrees to post classification seniority lists on or before the 1<sup>st</sup> day of February. The period for calculating the hours worked shall be January 1<sup>st</sup>, to December 31<sup>st</sup> of the previous year.
  - b) The seniority lists shall contain the following information:
    - (i) the employee's name;
    - (ii) the date from which the employee's service seniority is calculated;
    - (iii) the number of hours of seniority accrued;
  - (c) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.
  - (d) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward or Chairperson. Where there is no Shop Steward, a copy will be forwarded to the Union Business Representative.
  - (e) New Employees will be added to the classification seniority list upon commencement of employment.
- 7.05 For the purposes of promotions, the Employer will apply seniority, providing however, that any employee who claims the right to exercise his seniority for the purpose of a promotion must have the ability, efficiency and physical fitness to do the work required. Permanent part-time (four (4) hours per day) employees will have seniority within this group only, based on the date on which these employees commenced to work for the Employer.

- 7.06 For the purpose of lay off or recall, seniority will apply so long as the Employer is applying seniority, is always able to maintain a working force of employees who have the ability to do the work required.
- 7.07 When recalling employees to work after a lay off, they shall be recalled in inverse order to that in which they were laid off, subject to the ability of the employees to do the work required. Employees desiring to avail themselves of this rule must file their names, phone numbers and addresses with the Employer, and thereafter keep the Employer informed of their current address and phone number.
- 7.08 An employee shall lose seniority if he:
- a) Voluntarily quits;
  - b) is discharged and not reinstated through grievance or arbitration procedures;
  - c) is absent from work for three (3) consecutive working days without a valid reason;
  - d) is laid off for more than four (4) months;
  - e) fails to report for work within three (3) days after the date when a notice of recall has been sent by the Employer by registered mail to his last address on file with the company;
  - f) overstays an authorized leave of absence without a valid reason.
- 7.09 For the purpose of seniority throughout, employee seniority lists will apply, providing that employees shall have the ability to do the job posted. It is understood also that a person applying for a position with no previous experience shall be given every consideration of training.
- Vacancies that are required to be filled will be posted for a period of seven (7) calendar days in order that employees may have the opportunity to apply to fill the vacancy. The Employer may arrange to fill the position on an interim basis until the successful candidate starts in the position.
- 7.10 All employees are subject to security clearance by the Ministry of the Attorney General. Until such clearance is given in writing, the employee will be considered a probationary employee. If the Ministry of the Attorney General does not issue such clearance, or should an employee, for any reason lose his eligibility for security clearance, the employee may be terminated without recourse to the grievance procedure.
- 7.11 The parties may, by mutual agreement, amend any of the above Articles (7.01 - 7.10) within ninety (90) days of the signing of this Agreement.

#### **Article 8 - Leave of Absence**

- 8.01 The Employer shall grant, in writing, leave of absence without pay to employees who are appointed or elected to Union office for a period up to including five (5) years. The employee who obtains this leave of absence shall return to his employment

within thirty (30) calendar days after the completion of his employment with the Union.

- 8.02 The Employer shall grant, in writing, leave of absence without pay to employees who are elected as delegates to attend union conventions, or as members of a negotiating committee, provided that the granting of such leave of absence will not materially and adversely affect the Employer's normal operations or operating costs.
- 8.03 Any employee may be granted, in writing, leave of absence for any reason without pay at the discretion of his or her District Manager.

#### **Article 9 - Medical Examinations**

- 9.01 It is recognized that all employees may be required, so as to comply with laws or so as to comply with rules and regulations of the Employer, to submit medical examinations. Any such examinations shall be carried out by a medical practitioner designated and paid for by the Employer and it is recognized that the Employer shall have the right to obtain a copy of any medical report relating to such examination. It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged by the Employer.
- 9.02 Employees shall be required to provide and maintain current certificates of absence from T.B., V.D., or any infectious or contagious diseases where there has been known exposure.
- 9.03 Each employee employed in the operation or handling of food must possess a Food Safe Certificate. The Dues Assessment Account shall pay for food Safe Certificates. The Employer shall pay for all other medicals as may be required by the Employer.

#### **Article 10 - Wage Scale and Job Classification**

- 10.01 The minimum wage rates provided in the attached Appendix shall cover job descriptions and classifications of labour within the jurisdiction of Local 40 and shall remain in effect throughout the specified or extended term of this Agreement.
- 10.02 The wage scale outlined in the attached Appendix is based on a minimum and does not prevent the Employer from paying a higher rate if he so desires. Replacement employees shall receive the Union scale of wages as outlined in this Agreement and spare persons or relief persons are not to receive less than the aforementioned scale pertaining to the work being performed.
- 10.03 When an employee is designated to work in a higher classification than that in which he or she is regularly employed, he or she shall be paid at the rate of the higher classification for all hours worked in the higher classification.
- 10.04
- a) When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale, by mutual agreement management will establish the classification and rate on a temporary basis;
  - b) Written notification of the temporary rate and classification will be furnished to the Secretary of the Union;

- c) The new rate and classification shall be considered temporary for a period of fifteen (15) calendar days following the date of notification to the Secretary of the Local. During this period, (but not thereafter) the Secretary of the Local may request the Employer to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the fifteen (15) calendar day period, the temporary classification and rate shall become part of the wage scale;
- d) If the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to arbitration in accordance with 15.03 of this Agreement.
- e) It is specifically agreed that no Board of Arbitration shall have the authority to alter or modify the existing classifications or wage rates but it shall have the authority, subject to the provisions of this Agreement, to determine whether or not the new classification or wage rate has been set properly within the framework of the Employer's established classification and rate schedule.

**Article 11 – Statutory Holidays**

**11.01** The following days as they pertain to this Collective Agreement shall be paid as Statutory Holidays:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| BC Day         |                  |

and any other holiday declared by the Federal or Provincial Governments.

In the event an employee is required to work on a statutory holiday, they shall be paid two and one-half (2 1/2) times their regular rate of pay for all hours worked on the day.

**11.02** Hours, up to eight (8) hours paid for holidays, shall be used in computing the forty (40) hours per week.

**11.03** Any employee will forfeit statutory holiday pay by refusing to work on the last scheduled shift prior to the holiday and the first scheduled shift after the holiday, provided, however, that these scheduled shifts are no more than thirty (30) days before and after the statutory holiday;

- a) in the event of an illness on a statutory holiday certified by a doctor, the employee shall receive statutory holiday pay;
- b) employees who work ten (10) hour shifts shall be paid ten (10) hours for each statutory holiday where no work is performed;

- c) employees are entitled to holiday pay if they have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holidays and have been employed for at least thirty (30) days with the company.

### **Article 12 – Annual Vacation**

- 12.01** Employees with less than one (1) year’s service shall receive holidays with pay in accordance with the Holidays with Pay Act.
- 12.02** A two (2) week vacation with pay will be granted to all employees after one (1) year’s service in accordance with the provisions of the Annual Holiday Act, 1956, and all amendments thereto. Vacation pay will be four (4) percent of his or her gross pay for the preceding year.
- 12.03** A three (3) week vacation with pay will be granted to all employees with four (4) or more years of service. Vacation pay will be six (6) percent of his or her gross pay for the preceding year.
- 12.04** A four (4) week vacation with pay will be granted to all employees with eight (8) or more years of service. Vacation pay will be six (6) percent of his or her gross pay for the preceding year.
- 12.05** A five (5) week vacation with ten (10) percent of gross pay will be granted to all employees with twelve (12) or more years of service.
- 12.06** Annual vacation dates shall be granted, if possible, on the basis of seniority by classification, provided that the scheduling of vacations does not in any way restrict the Employer in their normal operations. For vacation scheduling purposes the total length of continuous employment at the operation will be taken into consideration.
- 12.07** Holiday pay shall be paid on the 1<sup>st</sup> pay date preceding scheduled holidays provided that the Employer receives a written request for such holiday pay at least ten (10) working days prior to the said pay date.
- 12.08** Subject to operating needs of the business should any statutory holiday occur during an employee’s vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period. In the event an employee cannot be granted an extra day of vacation with pay they will be paid for an additional day.

### **Article 13 – General**

- 13.01** All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employees while on duty shall be supplied by the Employer free of cost to the employees.
- 13.02** In the case of an employee being off for sickness or accident, when the said employee is declared physically able to resume occupation by either a physician or the Workers’ Compensation Board, the said employee shall be reinstated to former position. It shall be the duty of each employee to notify the company of the reason of absence, to furnish evidence to support the absence, and to keep the company informed of the anticipated date of return to duty.

- a) It is understood that this shall not apply to employees absent for more than one (1) year. However, after this time an employee should still be given consideration.

**13.03** Any employee who works in a lower rated classification other than the one in which he or she is regularly employed, shall not suffer any loss of wages except when the employee chooses a demotion in preference to lay off.

**13.04** Court Attendance: If an employee is required to attend court as a witness in a case involving the Employer or for the purpose of serving on a jury, the Employer will pay to the employee an amount required to make up the difference between normal earnings of the employee which he would have received under his normal schedule of work and any amount which he receives from the court for jury duty or any part for witness fees.

**13.05** Employees who suffer bereavement in their immediate family shall receive bereavement leave of absence without loss of pay up to a minimum of three (3) working days. For the purpose of this clause, the immediate family shall include Mother, Father, Husband\*, Wife\*, Son, Daughter, Sister, Brother, Mother-In-Law, Father-In-Law, Grandparents and Grandchildren. This shall not apply until an employee has been employed for six (6) months.

\* Includes common-law spouse provided she/he has cohabitated with the employee for a minimum of one (1) year.

**13.06** **Earned Random Paid Sick Days**

**Effective January 1<sup>st</sup>, 2007 employees will earn one (1) sick day every four (4) months to a maximum of three (3) days per year.**

**Unused sick days may be accumulated to a maximum of three (3) days.**

**Article 14 - Grievance**

**14.01** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of this Agreement, or concerning the discipline or discharge of an employee which may be alleged to be unjust shall be considered a grievance.

**14.02** Notice of any grievance or dispute must be given to the company within ten (10) calendar days of occurrence. The agreed procedure for adjusting all grievances or disputes shall be as follows:

**Step 1:**

The grievance shall be discussed between the employee(s) and the District Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by the Shop Steward (or, in the Shop Stewards absence, by another member of the Union). The granting of such request will not be unreasonably withheld.

**Step 2:**

If an agreement is not reached under Step 1, the Union will, within ten (10) calendar days from the discussion in Step 1, notify the Company in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Company and the Union. In the event of failure to reach an agreement under Step 2, the grievance may then be submitted to a Board of Arbitration.

**Step 3:**

If an agreement is not reached under the provisions of Step 2, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) calendar days of appointment the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. The Union and the Company will pay all expenses incurred by the appointed party equally.

- 14.03** Fifteen (15) calendar days shall be allowed for the setting up of an Arbitration Board. It shall be composed of one representative of the Union and one representative of the Company, and these two members shall then select an impartial Chairman. In the event of failure of these two representatives agreeing on a Chairman, the Minister of Labour shall be asked to appoint one.
- 14.04** Within fifteen (15) calendar days of the appointment of the Chairman, the Board shall commence the hearing and render a decision within fourteen (14) days. Matters to be placed before the Arbitration Board must be submitted in writing by both parties. Each party to the dispute will bear the expense of their appointee and half (1/2) the expense of the Board of Arbitration Chairman. The finding and decision of the Board of Arbitration shall be binding and enforceable on all Parties. A decision of the majority of the Board of Arbitration shall be deemed to be a decision of the Board.
- 14.05** The Arbitration Board shall have the power to determine whether a particular issue is arbitral under the Agreement, but it is specifically agreed that no Board of Arbitration shall have the authority to alter, modify or amend this Agreement or render a decision inconsistent with the provisions of this Agreement.
- 14.06** The time limits as provided herein may be extended by mutual agreement.
- 14.07** It is agreed that the operation of sub-section (1) of section 87 of the Labour Relations Code of British Columbia is specifically excluded from this agreement.
- 14.08** The parties may mutually agree that a single arbitrator be appointed in place of a Board of Arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

## **Article 15 – Health Care Plan**

**15.01** The Employer agrees that all employees covered by this Agreement shall be covered under and protected by the UNITE HERE, Local 40.

Effective January 1<sup>st</sup>, 2007, the Employer shall constitute on behalf of each employee covered by this Agreement, an amount equal to one dollar (\$1.00) for each hour of employment performed by the employee.

Effective January 1<sup>st</sup>, 2008, the Employer shall constitute on behalf of each employee covered by this Agreement, an amount equal to one dollar and four cents (\$1.04) for each hour of employment performed by the employee.

Effective January 1<sup>st</sup>, 2009, the Employer shall constitute on behalf of each employee covered by this Agreement, an amount equal to one dollar and eight cents (\$1.08) for each hour of employment performed by the employee.

**15.02** The Employer agrees to forward all monies payable by him in respect of fringe benefits, on or before the 10<sup>th</sup> day of the month following the actual performance of the work and shall forward said contributions to the Administrator.

**15.03** The Employer also agrees to remit contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

**15.04** In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer, shall, if in default more than ten (10) days after notification by the Union, pay the monies due there under in addition thereto, pay these plans a penalty in the amount of fifty dollars (\$50.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

**15.05** The liability of the Employer for the employee health care funds shall be limited to making the prescribed contributions in accordance with this Agreement. Effective January 1, 1998 the Company agrees to make available a basket provision of up to three cents (\$0.03) per hour worked should it be required to maintain the current benefit levels. The Company shall be provided with financial data from the Trustees of the Plan to substantiate the required contribution increase.

## **Article 16 – Dues Assessment Account**

**16.01** The Employer agrees that monies shall be paid to the Dues Assessment Fund administered by the Trustees. The allocation in cents per total regular and overtime hours worked will be six cents (\$0.06).

**16.02** It is agreed that no part of the Dues Assessment Fund shall be used for strike purposes at any operation of Compass Group Canada (Beaver) Ltd.

**Article 17 – RRSP**

17.01        **Effective April 1<sup>st</sup>, 2007 employees have the option of joining into an RRSP plan.**

**The employer will put a maximum of one percent (1%) of the employee’s wage into the RRSP. The employee must meet or exceed this amount.**

**On April 1<sup>st</sup> of each year the employee may opt in or out of the plan; but once the choice is made the employee must honour that choice until the following April 1<sup>st</sup>.**

**IN WITNESS WHEREOF the parties have hereunder caused their seals to be affixed under the hands of the proper officers:**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.**

**SIGNED ON BEHALF OF:**

**COMPASS GROUP CANADA  
(Beaver) LTD.**

**UNITE HERE, LOCAL 40**

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX “A”**

**Prince George Regional Correctional Centre**

| <b>Classification</b> | <b>April 1<sup>st</sup>, 2006</b> | <b>April 1<sup>st</sup>, 2007</b> | <b>April 1<sup>st</sup>, 2008</b> |
|-----------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                       | 3%                                | 3%                                | 3%                                |
| Cook 1                | 13.76                             | 14.17                             | 14.60                             |
| Cook 1 Probation      | 12.39                             | 12.76                             | 13.14                             |
| Cook 2                | 12.39                             | 12.76                             | 13.14                             |
| Cook 2 Probation      | 11.15                             | 11.49                             | 11.83                             |

**Kamloops Regional Correctional Centre**

| <b>Classification</b> | <b>April 1<sup>st</sup>, 2006</b> | <b>April 1<sup>st</sup>, 2007</b> | <b>April 1<sup>st</sup>, 2008</b> |
|-----------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                       | 3%                                | 3%                                | 3%                                |
| Cook 1                | 13.76                             | 14.17                             | 14.60                             |
| Cook 1 Probation      | 12.39                             | 12.76                             | 13.14                             |
| Cook 2                | 12.39                             | 12.76                             | 13.14                             |
| Cook 2 Probation      | 11.15                             | 11.49                             | 11.83                             |

**Burnaby Correctional Centre for Women**

| <b>Classification</b>          | <b>April 1<sup>st</sup>, 2006</b> | <b>April 1<sup>st</sup>, 2007</b> | <b>April 1<sup>st</sup>, 2008</b> |
|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                                | 3%                                | 3%                                | 3%                                |
| Cook 1                         | 13.76                             | 14.17                             | 14.60                             |
| Cook 1 Probation               | 12.39                             | 12.76                             | 13.14                             |
| Cook 2                         | 12.39                             | 12.76                             | 13.14                             |
| Cook 2 Probation               | 11.15                             | 11.49                             | 11.83                             |
| General Help                   | 10.73                             | 11.05                             | 11.39                             |
| General Help Probation         | 9.66                              | 9.95                              | 10.25                             |
| GH/Canteen Assistant           | 11.01                             | 11.35                             | 11.69                             |
| GH/Canteen Assistant Probation | 9.91                              | 10.21                             | 10.52                             |

Canteen Premium - A premium of 0.50 cents will be paid per hour worked in the canteen

**Retroactive wages based on regular hours worked.**