

COLLECTIVE AGREEMENT

between

Eurest Dining Services
(A division of Compass Group Canada)

at
Vancouver Island
Regional Correctional Centre

and

UNITE HERE, Local 40

July 1st, 2007 – June 30th, 2010

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the employees, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes 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 (a) This Agreement shall be for the period from and including **July 1st, 2007 up to and including June 30th, 2010**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

(b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- (i) the Union commences a legal strike; or
- (ii) the Employer commences a legal lockout; or
- (iii) the parties enter into a new or further Agreement.

(c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

(d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail or personally delivered, a delivery receipt must be obtained.

2.02 The operation of Section 50(2)(3) of the Labour Relations Code of British Columbia is hereby excluded.

2.03 The union agreed during the term of this Agreement that there will be no slowdown or strike, stoppage of work or refusal to continue to work. The Employer agrees that during the term of the Agreement there will be no lockout.

ARTICLE 3 - RECOGNITION

- 3.01** (a) The union is recognized as the sole and exclusive bargaining agent for all the employees of the Employer in the bargaining unit. The classifications of employees covered by this Agreement are as outlined in Appendix "A" attached hereto. The Employer agrees not to bargain with any other labour organization for such employees specified in this Agreement.
- (b) No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any employee in the aforesaid classification, or in emergencies when regular employees are not available to work:
- (i) for relief in the case of emergency sickness of up to one (1) day provided that, in the case of sickness in excess of one (1) day for any one occurrence, employees normally scheduled less than forty (40) hours per week, shall first be scheduled for up to forty (40) hours per week, and provided that rescheduling does not result in overtime pay for the rescheduled employee(s).
- (c) Subject to Article 3.01 (a), refusal on the part of union members to work with non union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the union office.
- 3.02** Subject to Article 3.01 (a) the Employer agrees that all work coming under the jurisdiction of the Union performed by anyone, on behalf of or at the instance of the Employer, directly or indirectly under contract or subcontract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement.
- 3.03** No inmate labour will be used to displace or replace a bargaining unit employee.
- 3.04** The Employer undertakes wherever possible and practical to use services, products and other material necessary for the proper functioning of its business which are manufactured or produced or provided under fair labour conditions.
- 3.05** The refusal by an employee to cross a legal picket line shall not be a breach of this Agreement or constitute a just cause for dismissal of an employee.
- 3.06** (a) No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge the Union shall

be permitted to investigate.

- (b) It is agreed between the parties that there is an obligation and desire to eliminate any and all personal and sexual harassment in the workplace. This obligation applies equally to the Employer, the Union and all employees.

Complaints of harassment will be thoroughly investigated. Alleged failure by any party to deal with a harassment complaint may be the subject of a grievance pursuant to this agreement.

- 3.07** The parties agree that all Union employees are entitled to wear a Union button while on duty, provided that the manner in which the button is worn shall not detract from the style of the uniform or the costume normally worn by the employees.
- 3.08** The Employer agrees that the Union shall have the right to display the Union Card on the Union bulletin board.
- 3.09** (a) The Employer shall allow the properly authorized representatives of the Union to investigate the standing of all employees' conditions to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that he is an authorized representative of the union.
 - (b) When access is required for purposes of such investigation, the Union representative will notify the Employer within a reasonable amount of time.
 - (c) Access will not be unreasonably denied by the Employer.
 - (d) The investigation must not result in any disruption with the Employer's operations or affairs and it must not result in any employee or employees neglecting their work duties and responsibilities.
 - (e) The Employer agrees to provide the Shop Steward with copies of correspondence to an employee, pertaining to the Collective Agreement

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** 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.

Nothing except this Collective Agreement shall, in any manner, preclude the Employer from managing the business.

ARTICLE 5 - UNION SECURITY

- 5.01** All present employees must maintain membership in the Union as a condition of continued employment.
- 5.02** **All new employees shall become members of the Union upon commencement of employment and they must maintain Union membership in good standing as a condition of continued employment.**
- 5.03** All employees, when hired, shall be required to sign a form, which authorizes the deduction of union dues on a monthly basis and the deduction of initiation fees, wherever applicable for new employees.
- 5.04** It is understood that the Union shall be responsible to supply the Employer with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.
- 5.05** The Employer agrees to deduct the initiation fee, Union dues, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, on or before the tenth day of the month following the month in which the monies are deducted.

All violations of the above Clause 3.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

5.06 It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, fines, assessments, and arrears and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted prior to making such deductions.

5.07 The Union recognises and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law and as are authorized by valid assignment of wages form executed by each employee.

5.08 For new employees, the deduction of Union dues and initiation fees will commence with the first pay period in the calendar month after the date of employment.

5.09 Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit as per 5.05 of this Article.

5.10 Upon notice in writing from the Union to the Employer that an employee:

(a) is not a member of the Union;

(b) has not signed a written assignment of wages to pay initiation fees;

(c) has revoked his or her written assignment of wages to pay initiation fees, Union dues, or Union assessments;

(d) is suspended from the Union;

(e) has been expelled from the Union;

(f) has resigned from the Union;

the Employer shall within three (3) working days, discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suites, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

5.11 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.

- 5.12** Members of the International Union but not members of Local 40, before being permitted work in the establishments within the scope of this Agreement, shall not be permitted to work until they have deposited the International Travelling Card at the office of the Local Union, unless such approval is granted by the Local Union.
- 5.13** No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer, varying the conditions of this Collective Agreement.
- 5.14** The Employer will, within ten (10) days of the request of the Union, furnish to the Union, a list of its present employees, with their names, addresses and telephone numbers, who are within the scope of this Agreement.

ARTICLE 6 - UNION STEWARDS / UNION BULLETIN BOARD
/ UNION-MANAGEMENT MEETINGS

- 6.01** (a) The Union is entitled to appoint or elect from among the employees two (2) Union Stewards, who are employed in and represent employees in the bargaining unit. The duties of the Union Steward shall be to assist in the reporting and resolution of all grievances within their own departments.
- (b) The Employer agrees to recognize duly appointed or elected Union Steward(s) provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward's first obligation is the fulfilment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by the Union Steward during their regular working hours in reporting or resolving grievances or attending meetings with the Employer during their regular working hours shall be considered to be time worked. No other time spent by any employee on any Union business shall be paid for or be eligible for any premium pay, unless approved in writing by the Employer.

- (f) Under no circumstances shall a Union Steward take any action or issue any instruction, which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.

6.02 UNION BULLETIN BOARD: The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting, and a copy of the notice must be provided to the Manager before the posting of same.

6.03 UNION-MANAGEMENT MEETINGS: The parties to this Agreement agree to retain a joint Management-Union Committee, which can meet to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, employee-employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations.

It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

ARTICLE 7 - HOURS OF WORK AND MEALS

- 7.01** (a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:
- (i) not more than eight (8) hours in any one (1) day, inclusive of meal periods;
 - (ii) not more than five (5) working days in any seven (7) day period;
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Overtime authorized by the Employer shall be paid at the following rates:
- (i) Hours worked in excess of eight (8) hours but less than eleven (11) hours in any one day - one and one half times (1.5x) the employee's regular hourly rate.

- (ii) Hours worked in excess of eleven (11) hours in any one day - double times (2x) the employee's regular hourly rate.
 - (iii) Hours worked in excess of forty (40) hours but less than forty-eight (48) hours in any one week and excluding hours paid in accordance with (i) and (ii) above - one and one half times (1.5x) the employee's regular hourly rate.
 - (iv) Hours worked in excess of forty-eight (48) hours in any one week and excluding hours paid in accordance with (i) and (ii) above - double times (2x) the employee's regular hourly rate.
- (c) Double time (2x) shall be paid for all hours worked on an employee's seventh consecutive day of work.
- (d) An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.
- (e) Employees called back to work on their regular time off shall receive a minimum of three (3) hours overtime pay at the applicable overtime rate, or shall be paid the applicable overtime rate for the time worked, whichever is the greater.

7.02 (a) Split shifts may occur during the life of this agreement provided that the following guidelines are observed:

- (i) There must be mutual agreement between the Employer, Union and the employee prior to implementation;
- (ii) no shifts of less than seven (7) hours in length may be split;
- (iii) no shift may be split more than once;
- (iv) no portion of the split shift will be less than two (2) hours in duration;
- (v) and, split shifts must be scheduled within a twelve (12) hour time frame.

(b) A break of two (2) hours shall constitute a split shift.

7.03 All shifts assigned by the Employer must conform with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day;

- (b) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.
- 7.04**
- (a) 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) An employee's shift will not be extended without his consent, except in emergency situations or when no other employee is available to perform the work required.
- 7.05** All employees shall receive two (2) consecutive days off in each seven (7) days.
- 7.06**
- (a) All employees working shifts of six (6) hours or more are entitled to a meal provided by the Employer at no cost to the employee and whenever practical, a paid meal break of up to thirty (30) minutes as close as possible to the mid-point of the shift. Should operational considerations make it impossible to provide an employee with a meal break, there will be no additional compensation.
 - (b) Employees working shifts of seven (7) hours or more are entitled to a fifteen (15) minute paid rest period in each half of the shift. Employees working less than seven (7) hours but a minimum of four (4) hours will receive one (1) fifteen (15) minute paid rest period.
- 7.07**
- (a) The Employer shall keep an updated work schedule posted in a conspicuous place. The schedule shall specify the name, classification, start time, and finishing time of each employee.
 - (b) The schedule of hours and days of work of each employee shall be posted in an appropriate place at least seven (7) days in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. All employees are entitled to forty-eight (48) hours notice of any change of their respective shift schedule, except in emergency situations. Where forty-eight (48) hours notice is not given, should the employee agree to report to work, they shall receive payment of one and one-half times (1.5x) the basic rate for all such work performed within the required period of notice.
 - (c) Employees whose shifts are cancelled without forty-eight (48) hours notice shall be paid for the cancelled shift.
 - (d) In all circumstances, employees whose schedules are changed without advanced notice, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times of the first shift of the new schedule.

- (e) Emergency is defined to include any unforeseen circumstances which would restrict the Employer's ability to schedule to meet service requirements.

7.08 Employees may exchange shifts with the approval of the Employer provided that a minimum of forty-eight (48) hours advance notice in writing is given to the Employer, and there is no increase in cost to the Employer. All rights to consecutive days off, overtime pay and any premiums that result from the exchange are waived.

ARTICLE 8 – SENIORITY / SENIORITY LISTS / PROMOTIONS, LAYOFF AND RECALL

8.01 (a) Service Date will be calculated from the date on which an employee commences work with the Employer.

- (b) Seniority Date will be calculated from the date on which an employee commences work within their current classification.

8.02 (a) The probation period referred to in this Collective Agreement shall be completed upon 488 hours worked or ninety (90) calendar days whichever occurs first.

- (b) Upon successful completion of the probationary period an employee will be credited with all seniority back to date of hire.

8.03 (a) An employee shall cease to be an employee of the Employer if he/she:

- (i) voluntarily quits;
- (ii) is discharged and not reinstated through the Grievance Procedure;
- (iii) is absent from work for three (3) days without a valid reason;
- (iv) is on layoff more than twelve (12) consecutive months;
- (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with Article 8.05 (e);
- (vi) overstays an authorized leave of absence without a valid reason, and such cessation as an employee of the Employer shall be effective on the date of the commencement of the Leave of Absence;
- (vii) uses a leave of absence in excess of three (3) months, except as allowed for in Law;
- (viii) for theft of product, cash or property. Theft is the removal, transfer to others, or the concealment of any of the above from the ownership and or control of the Employer or any other owner of the aforementioned, without

written authorization. For example, product can not be removed from the areas controlled by the Employer.

- (b) An employee normally scheduled for less than twenty (20) hours each week, shall be deemed to have been discharged for just cause if he/she is unavailable for or declines more than two (2) call-ins during two (2) consecutive months without a reason acceptable to the employer. An acceptable reason shall include an explanation that a "call-in" conflicts with the employee's other previously accepted job or school or is a result of illness or injury, provided that an employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer. An acceptable reason shall also include the non-availability of public transport, and, inability to obtain child care.

8.04 (a) The Employer agrees to post a seniority list on or before the 1st day of February in each year and to update such list August 1st each year. The seniority lists shall contain the following information:

- (i) the employee's name;
- (ii) the employee's seniority date in that classification;
- (ii) the employee's job classification;
- (iv) the employee's service date with the Employer;

(b) 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.

(c) At the time of posting, a copy of the seniority list shall be given to the Union and the Shop Steward.

(d) New employees will be added to the seniority list upon completion of the probationary period, back to date of employment.

8.05 (a) When a shortage of work occurs which necessitates a reduction in hours and/or lay-off, the employee with the least classification seniority shall be the first to be reduced in hours and/or laid off. It is understood that:

- (i) an employee who is laid off may be demoted to a lower classification;
- (ii) an employee who is laid off may exercise his/her seniority and displace an employee in a classification, only provided he/she has worked in and is deemed qualified in that classification;

- (iii) an employee who is transferred to another job under the provisions of (i) or (ii) shall be paid the rate applicable to the job to which he/she is transferred;
 - (iv) an employee who is offered or asks to be considered for work in any of the locations covered by this agreement, shall, upon transfer following their date of lay off, retain their Service Date for purposes of Vacation entitlement and Severance, but not their Seniority Date for the classification position within that other location.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall and/or for continuation of employment, as per Article 9.03 a (v).
- (c) In the event of a lay-off, the order of lay-off within the affected classification shall be as follows;
- Probationary employees, Regular employees.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail courier, **or e-mail**.
- (f) It is the responsibility of the employee to confirm within 48 hours (excluding a Saturday, Sunday or Statutory Holiday) the receipt of such recall notice, and to confirm not only the receipt of such notice of recall, but also to confirm that they have accepted such recall.

Any employee failing to confirm the aforementioned receipt and acceptance of the notice of recall, shall be considered to have resigned without notice.

- 8.06** For the purposes of lay-off or recall, seniority will apply so long as the Employer, in applying seniority, is always able to maintain a working force of employees who have the necessary skills and ability to do the work required.
- 8.07** When recalling employees to work after lay-off, they shall be recalled in inverse order to that in which they were laid off, subject to the employees having the necessary skills and ability to do the work required.
- 8.08** (a) In the event of a lay-off of staff within a unit, which is expected to be permanent, the affected employee(s) who have completed a period of employment of at

least three (3) consecutive months, will be notified not less than seven (7) calendar days in advance of any resultant lay-off, or receive pay in lieu thereof, or a combination of same. Upon completion of one (1) year of service, an employee will receive two-(2) weeks notice or pay in lieu thereof. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional week's notice, or pay in lieu thereof, and for each subsequent completed year of service an additional week's notice, or pay in lieu thereof, to a maximum of eight (8) weeks notice, or pay in lieu thereof, or a combination of same.

- (b) It is understood that the requirement of giving prior notice to the employees shall not apply in the event there is a lay-off which results from an Act of God or a breakdown of operations or a strike or labour dispute, or for any reason beyond the control of the Employer.

8.09 An employee who has received severance notice or pay in lieu thereof, shall, upon the last day worked, be considered as terminated. The Employer may or may not ask such employee to return, and there is no obligation on either party to do so or agree to do so.

ARTICLE 9 - POSTING OF VACANCIES

9.01 (a) All vacancies and new positions in the bargaining unit which are known in advance of the date they are required will be posted in the department for a period of **ten (10)** days in order that employees currently on the payroll may have the opportunity to apply to fill the opening.

- (b) The Employer shall fill vacancies on the basis of qualifications and seniority of applicants.

- (c) Employees wishing to fill vacant positions shall make their applications within the **seven (7)** calendar day period of posting. Bids shall be in writing and shall set forth the employees' qualifications for the vacant position.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) years.

- (b) A request for such an approval leave must be given to the Employer by the Union in writing on Union letterhead and signed by an officer of the Union.

- (c) An employee who obtains such a leave of absence shall return to his

employment within sixty (60) calendar days after the completion of his employment with the Union.

- (d) The Employer is not obligated to grant such leave to more than one employee at a time.
- (e) An employee on an approved union leave of absence shall accrue seniority for up to three (3) months following the commencement of such leave. After three (3) months, seniority will be maintained without further accumulation.

10.02 (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions or as a member of a negotiating committee, written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

(b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time to attend bona fide Shop Steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

(c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs relating to the Employer's business, Written applications for such leave must be received at least fourteen (14) days prior to the commencement of such leaves.

10.03 No employee shall have the right to claim seniority if he or she has been on a leave of absence in excess of three (3) months, except as provided in Articles 10.01(a) and (b).

10.04 (a) Employees who serve on a jury or as a witness for the Crown or the Employer shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received, an employee shall continue to receive his full wages for such period of time.

(b) Should an employee be called to give evidence on behalf of the Employer on his or her own time, they shall be compensated at the same hourly rate as called or in this Agreement with a minimum of four (4) hours pay and a maximum of eight (8) hours pay per day.

10.05 Bereavement Leave:

Common law relationships, as recognized under Federal Law and/or the Union Benefits Eligibility Rules, will be recognized in the provisions of this Article.

(a) Paid Leave:

An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work, shall receive up to three (3) days pay for such time lost. Immediate family means spouse, child, parent, parent-in-law, guardian, sibling, grandchild or grandparent, or foster child of an employee, and any person who lives with an employee as a member of the employee's family. In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle, the employee shall be entitled to compassionate leave for one (1) day for the purpose of attending the funeral.

The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence.

Notwithstanding (a) above, additional time off without pay may be granted by the Employer on a case-by-case basis.

An employee shall be granted an addition of two (2) regularly scheduled work days for any out of province travel.

- (b) Every effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

10.06 All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employment Standards legislation.

10.07 An employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

ARTICLE 11 - MEDICAL EXAMINATIONS

11.01 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 to medical examination. Any such examinations shall be carried out by a medical practitioner designated and paid for by the Employer and it is recognised 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.

ARTICLE 12 - WAGE SCALE AND JOB CLASSIFICATIONS

- 12.01** 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.
- 12.02** 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 person or relief persons are not to receive less than the aforementioned scale pertaining to the work being performed.
- 12.03** Employees working in a higher classification will be paid the higher rate for all hours worked in the classification.
- 12.04** 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 layoff.
- 12.05** It is agreed that job classifications and wage rates not specifically set out in the attached Appendix of this agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.
- 12.06** (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his resignation.
- (b) When an employee is laid off, the Employer shall pay all wages owing to him within seventy-two (72) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is terminated, the Employer shall pay all wages owing to him within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (d) When an employee is laid off or his services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.
- 12.07** Any employee eligible to vote in a Federal or Provincial election or referendum shall have three (3) consecutive clear hours, without loss of pay, during the hours in which the polls are open, in which to cast his ballot.

ARTICLE 13 - STATUTORY HOLIDAYS

- 13.01** The following days as they pertain to this Collective Agreement shall be paid as

Statutory Holidays:

NEW YEAR'S DAY
GOOD FRIDAY
B.C. DAY
VICTORIA DAY
CANADA DAY
EASTER SUNDAY

LABOUR DAY
THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY

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

Any employee who works on any of the above noted holidays shall be paid at the rate of one and one half times (1.5x) his regular hourly rate for all hours worked on the holiday.

Holiday pay for all employees shall be paid at 4.2 percent (4.2%) of their basic pay (excluding overtime) on every pay cheque.

- 13.02** In a week where a statutory holiday occurs the normally scheduled work week must prevail.
- 13.03** 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.

ARTICLE 14 - ANNUAL VACATION

- 14.01** Employees with less than one (1) year's service shall receive holidays with pay in accordance with the Holidays with Pay Act.
- 14.02** 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 percent (4%) of his or her gross earnings for the preceding twelve (12) months.
- 14.03** 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 percent (6%) of his or her gross earnings for the preceding twelve (12) months.
- 14.04** A four (4) week vacation with pay will be granted to all employees with six (6) or more years of service. Vacation pay will be eight percent (8%) of his or her gross earnings for the preceding twelve (12) months.
- 14.05** A five (5) week vacation with pay will be granted to all employees with twelve (12) or more years of service. Vacation pay will be ten percent (10%) of his or her gross earnings for the preceding twelve (12) months.

- 14.06** "Gross earnings" as used herein shall be understood to mean the total earnings realised by an employee for the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.
- 14.07** (a) Annual vacation dated 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.
- (b) All requests for vacation leave, by an employee, shall be in writing. The Employer shall give, in writing, to the employee reasons for approval or denial within ten (10) days of receiving the request.
- 14.08** Holiday pay shall be paid on the last pay date preceding scheduled holidays provided that the Employer receives a written request for such holiday pay at least ten (10) days prior to the said pay date.

ARTICLE 15 - GENERAL

- 15.01** 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 Employee.

The Employer will compensate employees at a rate of **seventy-five cents (\$0.75)** per workday for laundry costs or provide a laundry service in lieu of such compensation.

15.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS:

- (a) Where an employee is directed by the Employer to attend a staff meeting during his regular working hours, the employee shall be compensated at his regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance unless the time spent in the meeting results in the employee working more than eight (8) hours in a day or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during his regular days off, the employee shall be compensated at this regular hourly

rate for the time spent in such meeting.

15.03 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:

- (a) to their former position, or
- (b) to any other classification where they have the ability to do the work required if their former position does not exist. They will be paid the appropriate classification rate.
- (c) employees in receipt of full benefits from WCB but not on full or partial pension, will have their benefit coverage continued for up to six (6) months provided they continue their portion of the premiums.

That is, employees will be treated as they would have been had they not been on sick leave.

15.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the term of this Agreement.

15.05 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES

- (a) Upon presentation of a written bona fide claim by an employee the Employer shall compensate the employee for the replacement cost of or repair of any wearing apparel, false teeth, eye glasses, contact lenses, or hearing aids damaged or destroyed as a consequence of the employee's participation in the enforcement of house rules and/or action taken at the direction of management or a person appointed by management.

15.06 SICK DAYS:

Each employee shall earn a half (1/2) day per month sick leave to a maximum of six (6) days per year. Sick days cannot be carried over and there will be no pay-out for unused sick days.

ARTICLE 16 – HEALTH CARE PLAN and MONTHLY ASSESSMENT ACCOUNT

16.01 MONTHLY ASSESSMENT ACCOUNT

It is agreed that the Employer shall contribute **five cents (\$0.05)** for each hour worked by each employee covered by this Agreement to the Monthly Assessment Account.

ARTICLE 17 – DISCIPLINE & DISCHARGE OF EMPLOYEES

- 17.01** (a) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia, the following standards shall be applied:
- (i) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause;
 - (ii) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for status as a regular employee.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause, the Shop Steward will be notified and provided with the reasons for the discharge.
- (c) A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.
- (d) Any employee shall have the right to have a Union representative or any other staff member of their choice present at any meeting that the employee believes may be disciplinary in nature. The date, time and place of such meetings shall be scheduled at least forty-eight (48) hours in advance in order for the Union representative to be present at such meeting. It is the responsibility of the employee to contact the Union Representative and advise them of the date and time of such meeting.
- (e) The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his/her record. Failure to grieve previous discipline or to pursue such grievance to arbitration, shall not be considered to be an admission that such discipline was justified.
- (f) An employee or the President of the Union or his/her designate with the written authority of the employee shall be entitled to review the employee's personnel file.

- (g) Each documented warning, oral or written, or other record of discipline shall be removed from the employee's work record on the anniversary date of its imposition unless further discipline has been imposed prior to the anniversary date.
- (h) Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.
- (i) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee, without the consent of the Union.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.01 Definition of a Grievance: Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

18.02 GRIEVANCE PROCEDURE:

(a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option, the employee may be accompanied by the shop steward for the department in which the employee works.

(b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the agreement which has been violated.

Any meeting between the parties at this step must involve the employee, his/her shop steward and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within ten

(10) days.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made at a meeting attended by the employee, the Shop Steward and/or a Union representative and the Employer's Director of Labour Relations or his designate.

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

(d) Step Three:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- 1) The optional grievance procedure provided for in 12.06.
- 2) Go to a Single Arbitrator as agreed in (e) below
- 3) Go directly to full arbitration at Step Four

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint such Arbitrator. Clauses 18.04 and 18.05 shall apply to such Single Arbitrator.

(f) Step Four:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the recommendations of the investigator under the optional grievance procedure or by a Single Arbitrator appointed in (e) above.

(g) Union and Employer Policy or General Grievance:

The Union or Employer shall file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

(h) Section 104 of the Labour Relations Code of B.C. may be utilized but is excluded from operation by the parties to the agreement for the purposes outlined in 18.06(b).

18.03 Arbitration Board: Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Union and one (1) representative of the Employer, and these

two (2) members shall then select an impartial chairman. In the event of these two (2) representatives agreeing on a chairman, the Minister of Labour shall be asked to appoint one.

18.04 Arbitration Hearing and Award:

- (a) As soon as a chairman has been appointed, the arbitration board Will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitration board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitration board by agreement of the parties.
- (c) Each party to the arbitration will bear the expense of its nominee, and one-half of the expense associated with the appointment of the chairman.
- (d) The parties recognize that they are bound by a decision of the board, a majority of the board, or by the chairman of the board, in accordance with Section 94 of the Labour Relations Code of British Columbia.

18.05 Authority of the Arbitration Board: The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 89 of the Labour Relations Code of British Columbia.

18.06 Optional Grievance Investigation Procedure: The parties have agreed to initiate an optional grievance investigation procedure on a trial basis, for the specified term of this Agreement, in accordance with the following:

- (a) Purpose and Scope: Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

- (b) Optional Grievance Investigation Procedure: As provided for in Section 103 of the Labour Relations Code of B. C., where a difference of opinion arises between the parties relating to the dismissal, discipline or suspension of an

employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as "Investigators", or a substitute agreed to by the parties, to:

- (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (c) Cost Sharing: Each party shall share the cost equally in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his/her substitute.
- (d) Investigators - Alternates Agreed to, and Selection: The parties have agreed that for the term of this Agreement the persons named in a Letter of Understanding will be recognized as their "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.

Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list after the last appointment shall be chosen.

- (e) Option Choice and Timing: Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution to the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

- (f) Binding Recommendations: While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

18.07 Time Limits: A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned.

18.08 Persons Authorized to Deal with Grievances:

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

18.09 Fast Track Mediation/Arbitration Process: Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 21 of this Collective Agreement:

- (a) The process can only be used by mutual agreement between the parties who are signatories to this Collective Agreement;
- (b) The outcome will be binding on the parties;
- (c) The cost will be borne in accordance with Section 112 of the Labour Relations Code, i.e. Employer – one-half (1/2) , Union – one-half (1/2);
- (d) The procedure may be used after Step One or Step Two of the grievance procedure;
- (e) No legal counsel will be used by either party;
- (f) The number of cases to be heard at any given time will not exceed three (3).
- (g) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator;
- (h) Wherever possible the arbitrator will attempt to mediate a settlement between the parties;
- (i) In such cases that the arbitrator must write decision, such decision shall be brief and to the point;
- (j) An agreed schedule for the process will be arranged in advance, based on a

- mutual assessment of the length of time needed to present each case;
- (k) General rules of evidence will be waived except for the rule of "onus";
 - l) Location to be agreed between the parties;
 - m) Procedures Guidelines:
 - (i) The Opening Statement-. this should basically set out the case from each party's perspective. The arbitrator shall aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) The Hearing: sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of creditability or conflicting evidence, the key individuals must testify.
 - (iii) The Argument as agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
 - iv) Mediation: Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him. Specifically, if counsel can assist in assessing creditability and/or contradictory evidence, they should do so.
 - (v) The Decision: If mediation fails or is not appropriate, and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his/her decision, the parties are provided with an opportunity to influence the exact terms of the resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
 - (n) With respect to grievances involving customer complaints, the following will apply:
 - (i) The person to whom the complaint was given be called to testify;
 - (ii) Bargaining unit or staff employees who can direct evidence be called to testify;
 - (iii) Wherever possible, the complaint be committed in writing, in the customer's own handwriting;

- (iv) Prior to the hearing, the parties discuss the evidence so there are no surprises.

18.10 Investigator, Mediator/Arbitrator:

The special investigator, mediator/arbitrator referred to in this Agreement shall be selected from the following names on a rotating basis:

John Hall
Brian Foley
Joan Gordon

SIGNED AND DATED THIS _____ DAY OF _____, 2008

ON BEHALF OF:

**Compass Canada Eures
Food Services at
Vancouver Island Regional
Correctional Centre**

UNITE HERE, Local 40

APPENDIX “A”
WAGE RATES

Classification	Effective Date			
	Present	February 13 th , 2008	July 1 st , 2008	July 1 st , 2009
		6%	3%	3%
Cook	15.70	16.64	17.14	17.65
Cook’s Helper	11.44	12.13	12.49	12.86
General Help/Canteen	11.44	12.13	12.49	12.86

- **Canteen employee(s) will receive a premium of an additional thirty cents (\$0.30) per hour worked**
- **Signing bonuses of \$1,000 for Cooks and \$750 for Cook’s Helper and General Help/Canteen**
- **Probationary employees will receive fifty cents (\$0.50) less per hour of the contractual wage rate for the first thirty (30) days of employment.**

In the absence of the Unit Manager, for vacation or sickness, an employee may be designated by the District Manager, or his designate, to perform some of the duties of the Unit Manager. The employee so designated will be paid at this regular hourly rate plus one dollar (\$1.00) for all hours worked on those days where an employee performs any Unit Manager’s duties.