

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**COMPASS GROUP CANADA  
d.b.a. Eurest Support Services  
at Kemano Staff House**

(Hereinafter referred to as the Employer or ESS)

**PARTY OF THE FIRST PART**

**AND:**

**UNITE HERE LOCAL 40**

(Hereinafter referred to as the Union)

**PARTY OF THE SECOND PART**

**AUGUST 1, 2008 - JULY 31, 2012**

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### ARTICLE 1 - OBJECTS

**1.01** The objects of this Agreement are to stabilize the food service and catering industry, provide fair and reasonable working conditions and job security for the employees; prevent strikes and lock-outs; record the terms of Agreement as to conditions of employment, hours of work and rates of pay, and generally to assure the highest quality of production obtainable by the most economical and efficient conduct of the Employer's operations, the cleanliness and protection of the Employer's property, reasonable provisions for the safety and health of employees and the prompt and fair disposition of disputes arising out of this Agreement.

## **ARTICLE 2 - DURATION OF AGREEMENT**

**2.01** This Agreement shall be for the period from and including **August 1, 2008 to and including July 31, 2012** and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement, July 31, 2008 or immediately preceding the 1st day of August in any year thereafter, by written notice, to 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 terms or condition of employment) until:

- (i) the Union goes on strike or;
- (ii) the Employer shall lock out its employee or;
- (iii) 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 66(2) of the Labour Relations Code of British Columbia is hereby excluded.

## **ARTICLE 3 - EXTENT**

**3.01** APPLICATION: This Agreement shall apply to all work performed by employees of the Employer in the classifications herein, at Kemano Staff House.

**3.02** The Employer signatory to this Agreement will not subcontract any work within the jurisdiction of the UNITE HERE Local 40, which is to be performed at the job site, except to a contractor who is signatory to this Agreement.

**3.03** This Agreement shall not apply to:

The Employer's employees excluded neither by the Labour Relations Code nor to any other employee or employees subsequently excluded by supplementary agreement between the Employer and the Union and without limiting the generality of the foregoing to undermentioned employees: technical, professional and supervisory staff, operating engineers and firemen or office and clerical personnel.

**3.04** Should any part hereof or any provision herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

#### **ARTICLE 4 - WAGES AND HOURLY COST ITEMS**

**4.01** The minimum hourly wage rates provided in Article 22 shall remain in effect throughout the specified or extended term of this Agreement.

**4.02** In the event of new methods being introduced to perform work not covered by the classifications specified in the Collective Agreement, such new classifications may be mutually agreed upon between the Employer and the Union. Failing mutual agreement, the matter shall be referred to the Liaison Committee.

**4.03** There shall be no requirement to work a multiple classification where there is an established eight (8) hour work load within the employee's dispatch classification.

**4.04** When, to meet the Employer's requirements, an employee is temporarily transferred to a lower classification job while work is still available for him at his regular job, he shall receive the wage rate for his regular job. When, due to shortage of work, an employee is transferred to a lower classification job as an alternative to layoff or discharge, he shall receive the wage rate for such lower classification job effective the day following such transfer.

**4.05** Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher wage classification, he shall be paid the higher rate for the entire shift. Thereafter he shall receive the wage rate for such higher rated classification.

**4.06** A temporary transfer shall not normally exceed one-half month after which

the employee shall either revert to his previous classification or transfer permanently to the new classification job except where the employee is substituting for an employee absent for reasons of sickness, accident, vacation or other approved absence in which case the temporary transfer may extend for a longer period.

- 4.07** Pay cheques will be presented to the employee every two weeks, either directly or through direct deposit, whichever the employee chooses. To accommodate the above payroll dates, the Employer may hold back one payroll period or any portion thereafter commencement of work. When an employee is terminated, all wages and holiday pay due shall be paid or arrangements made for them to be paid not later than the following day to mail these to the employee.
- 4.08** Should an employee be employed on a project where an Employer is unable to provide the employee's regular wages, such employee shall be entitled to a cash draw in the amount up to Two Hundred (\$200.00) Dollars in order to provide cash monies to the employee until such time as the Employer is able to provide the employee with the wages owed as per that payroll period. The cash draw shall be deducted from the wages earned by the employee during that specific payroll period.
- 4.09** The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time, premium time and overtime rates, the wage rate and total deductions from the amounts earned. Exchange charges will be added to the cheque or otherwise provided for by the Employer.

## **ARTICLE 5 - HOURS OF LABOUR, SHIFTS**

- 5.01** No employee covered and within the scope of this Agreement shall be employed at straight time for less than:
- (i) eight (8) hours in any one day;
  - (ii) forty (40) hours in any one work week;
  - (iii) five (5) consecutive days.
- 5.02** Overtime shall be calculated and paid as per Article 6 of this Agreement.
- 5.03** The Employer will schedule and operate shifts such as may be required, and such shifts shall be either in conjunction or overlapping.
- 5.04** It is understood and agreed that split shift premiums are not to be included in the base hourly rate when computing overtime hourly rates.

- 5.05** On a split shift, all hours worked after twelve (12) hours from the commencement of the shift shall be paid at a premium of time and one-half of the hourly rate.
- 5.06** An employee whose work schedule requires him to work a split shift shall be paid an additional forty (\$0.40) cents per hour.
- 5.07** Where a man is called out to work, and no work is performed, he shall be paid two (2) hours:
- (i) on a regular shift - at straight time;
  - (ii) on other than regular shifts - at prevailing overtime rate.
- 5.08** Where an employee is called out to work at any time and work is performed, he shall be paid a minimum of four (4) hours:
- (i) on a regular shift - at straight time;
  - (ii) on other than regular shifts - at prevailing overtime rate.
- 5.09** All employees shall be allowed two (2) ten (10) minute rest periods each, in addition to meal times, and at a time to be determined by the Employer, such minutes to be taken on the Employer's time.
- 5.10** Daily work schedules shall be posted in a place accessible to the employees. Such schedule shall denote the name of the employee, classification, starting time and completion time; also specified meal time.

## **ARTICLE 6 - OVERTIME**

- 6.01** Time and one-half will be paid for all hours worked in excess of the hours and days of work set out in Article 5, as follows:
- 1. For all hours in excess of eight (8) hours daily until a break of eight (8) hours occurs.
  - 2. For all hours in excess of forty (40) hours in an employee's work week.
  - 3. For all hours worked on the sixth (6th) day of an employee's work week.
  - 4. For all hours worked on the seventh (7th) day of an employee's work week and on statutory holidays double the regular rate will be paid.

**6.02** When computing overtime payment, shift premiums shall not be included in the computation.

## **ARTICLE 7 - MANAGEMENT OF EMPLOYEES**

**7.01** The Employer has the right to manage his operations, which right includes, but is not limited to, the hiring and direction of the working forces, the right to hire, discharge, promote, demote, transfer, discipline, layoff and terminate employees for cause, the determination of job content, the assignment of all work and the determination of the qualifications of each employee to perform such work, the methods and processes and means of production in the carrying of his obligations and services, providing the Employer, in exercising his rights observes the provisions of the Agreement. The Employer also has the right to the adoption, publication, and enforcement of all rules for the promotion of safety, health, efficiency and for the protection of the employees, and the Employer's property, equipment, products, and services.

**7.02** The probationary period referred to in this Agreement shall be completed thirty (30) calendar days after the first day of employment. During the probationary period an employee may be discharged if deemed unsuitable for continued employment.

## **ARTICLE 8 - WORKING CONDITIONS**

**8.01** Employees covered by this Agreement shall take orders from the supervisor to whom they are assigned, or if the supervisor is not immediately available, then from general management.

**8.02** No employee, while on the Employer's payroll, shall engage in other employment for financial gain, provided he is working or offered work by the Employer to the extent of the regular hours provided in this Agreement.

**8.03** Camp Attendant and Janitorial Work Load:

The camp attendant and janitorial work load will be established by mutual agreement between the Union and the Employer. Failing agreement, either party may proceed via the grievance procedure.

**8.04** In considering layoffs, the Employer will use continuity of employment as the major consideration of continued employment. It is understood and agreed that the intent is to prohibit favouritism and cliques in determining layoffs and shall not be construed as the only consideration of layoffs.

**8.05** Where there are not adequate facilities for First Aid in the camp location, an employee with the minimum "C" Industrial First Aid Ticket will be available

and shall be paid a premium of twenty-five (\$0.25) cents per hour over the regular hourly rate for all hours worked.

- 8.06** All Articles and Clauses in this Agreement shall apply equally to both male and female gender. Where the male gender is used in this Agreement it is to be interpreted to include the female gender.
- 8.07** Point of hire shall be deemed to be Vancouver Airport. The Employer shall bear the cost of transportation from Vancouver Airport to and from the job site. Persons hired locally shall be provided transportation by the employer. Transportation and/or cost of same are provided on a use it or lose it basis.
- 8.08** Employees will be sent out of camp for turn-around or periodic leave after nine (9) weeks on site. This leave, if not annual vacation, will be of three (3) weeks duration unless otherwise agreed by the employer. Agreement for a shorter or longer leave period must be copied to the union.

## **ARTICLE 9 - UNION SECURITY**

- 9.01** All employees covered by this Agreement shall, as a condition of employment, be members of or make arrangements for membership in the Union. Each new employee will be on probation for thirty (30) calendar days.
- 9.02** New Employees:
- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided for in this Collective Agreement and provide each newly hired employee with a Union membership and check-off authorization card which must be completed by the employee before commencing work.
  - (b) The Employer agrees to forward all completed Union application cards and check-off authorization cards to the Union within thirty (30) days of their completion.
  - (c) The Employer agrees to provide application cards for the Health Care Plan provided for herein to all new employees and to forward those completed application cards to A.R.M. Management within thirty (30) days of their completion.
  - (d) The Employer agrees, at the point of hire, to provide each new employee with a copy of the Health and Welfare Plan and a copy of the Collective Agreement, said documents to be provided to the Employer by the Union.
  - (e) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution, provided that the eligibility



criteria and the manner of their administration are lawful in this province.

**9.03** Check-Off: Assignment of Wages:

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 9.04.

**9.05** Check-Off: Process and Procedures:

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All membership applications and all monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (d) 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.
- (e) The Union recognizes 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.

- (f) Upon resignation, layoff, termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit as per (c) of this Article.
- (g) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

**9.05**      An Employee's Failure to Maintain Membership in Good Standing:

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 their 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 immediately discontinue the employment of such employee.

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

**9.06**      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.

**9.07**      Whenever an employee is to be terminated for cause, the Job Steward shall be present at his dismissal and the employee shall be given the cause for dismissal in writing, copies of this termination slip must be forwarded to the Union and Company offices.

**9.08**      Where no Job Steward is available, the employee shall be given the cause for dismissal in writing and copies of same shall be forwarded to the Union and Company offices.

**9.09**      Where an employee is laid off for lack of work, such employee shall receive a termination slip so stating.

**ARTICLE 10 - CHECK-OFF**

- 10.01** The Employer agrees to deduct initiation fees, union dues and assessments upon receipt of a signed authorization by an employee, on the following pay period. Such authorization to be completed and signed by the employee on commencement of employment. The monies are to be remitted by the Employer on or before the fifteenth (15th) day of the month following the month those deduction were made and mailed to the Secretary of the Union. All employees coming into the bargaining units shall complete and sign the Union application card. These cards will be supplied to the Employer by the Union.

## **ARTICLE 11 - JOB STEWARDS AND UNION REPRESENTATIVES**

- 11.01** The Union will appoint Job Stewards and they shall be recognized on all jobs covered by this Agreement and they shall not be discriminated against. One Job Steward only shall be recognized as the spokesman for the Union on any one job. The Union will notify the Employer in writing of the name of the Job Steward who is to be recognized as spokesman and any change thereof. The Job Steward shall not be terminated in his classification except on job completion (no other employees remain employed within such classification) or, if terminated for cause, in which case such cause shall be stated in writing to the Union within seven (7) working days of such termination.

The members on a job site may elect Shop Stewards whose duties will be to assist the Job Steward.

## **ARTICLE 12 - VACATION & STATUTORY HOLIDAYS**

- 12.01** Vacation and statutory holiday pay will be combined as follows:
- (a) Employees with up to twenty-four (24) months of service, eight (8%) percent of gross wages. Employees with up to twenty-four (24) months of service may take two (2) weeks vacation in the tenth (10th) and twelfth (12th) month of employment and two (2) weeks vacation in the twentieth (20th) and twenty-fourth (24th) month of employment at a time mutually agreed with the Employer.
  - (b) Employees with twenty-five (25) through sixty (60) months of service, ten (10%) of gross wages. Employees with twenty-five (25) to sixty (60) months of service may take three (3) weeks of vacation each year at a time mutually agreed with the Employer.
  - (c) Employees with sixty-one (61) months or more of service, twelve (12%) percent of gross wages. Employees with sixty-one months of service may take four (4) weeks of vacation each year at a time

mutually agreed with the Employer.

- 12.02** An employee's vacation entitlement will be based on total continuous service with ESS at Kemano whether under this or a preceding contract.
- 12.03** Combined vacation/statutory holiday pay shall be paid on each pay cheque and shall be identified as such on the payroll stub.
- 12.04** The recognized statutory holidays are:
- |                 |                  |            |
|-----------------|------------------|------------|
| New Year's Day  | Labour Day       | B.C. Day   |
| Good Friday     | Thanksgiving Day | Boxing Day |
| Remembrance Day | Victoria Day     |            |
| Canada Day      | Christmas Day    |            |
- 12.05** All work performed on statutory holidays shall be paid for at two (2x) times the regular hourly rates in addition to the statutory and annual holiday pay as outlined in Article 12.01. On all occasions where an employee is required to work on a statutory holiday, there shall be no day off in lieu thereof.

#### **ARTICLE 13 - HEALTH CARE PLAN**

- 13.01** The Employer agrees that all employees covered by this Agreement shall be covered under and protected by the Health Care Plan provided for by the UNITE HERE, Local 40. **The Employer shall contribute, on behalf of each employee covered by this Agreement, effective August 1, 2008 an amount equal to one dollar and forty cents (\$1.40) for each hour of employment performed by the employee. Effective August 1, 2009 an amount equal to one dollar and forty-two cents (\$1.42) for each hour of employment performed by the employee. Effective August 1, 2010 an amount equal to one dollar and forty-four (\$1.44) for each hour of employment performed by the employee. Effective August 1, 2011 an amount equal to one dollar and forty-six (\$1.46) for each hour of employment performed by the employee.**

#### **ARTICLE 14 - DUES ASSESSMENT, PENSION PLAN AND CULINARY WORKERS DEVELOPMENT FUND**

- 14.01** The Employer shall remit ten (\$0.10) cents per hour worked to the Union on behalf of each employee as Union assessment.
- 14.02** **Effective August 1, 2008, the employer agrees to contribute eighty-one cents (\$0.81) per hour for each hour worked to the Pension Plan provided for by UNITE HERE, Local 40. Effective August 1, 2009, the**

**employer agrees to contribute ninety-one cents (\$0.91) per hour for each hour worked to the Pension Plan provided for by UNITE HERE, Local 40. Effective August 1, 2010, the employer agrees to contribute one dollar and one cent (\$1.01) per hour for each hour worked to the Pension Plan provided for by UNITE HERE, Local 40. Effective August 1, 2011, the employer agrees to contribute one dollar and eleven cents (\$1.11) per hour for each hour worked to the Pension Plan provided for by UNITE HERE, Local 40.**

- 14.03** The employer agrees to forward all the Pension Plan monies to the Administrator of the Pension Plan for Local 40.
- 14.04** A form shall be supplied by the union to the employer to identify all contributions as required by this clause, and such form shall indicate the address to which contributions shall be sent.

#### **ARTICLE 15 - REMITTANCES**

- 15.01** The liability of the Employer for the Employee Health Care and Dues Assessment funds as identified in Articles 13 and 14 shall be limited to making the prescribed contributions in accordance with the Agreement.
- 15.02** It is agreed that contributions and remittances contained in Articles 13, 14 and 15 shall be as follows: **Effective August 1, 2008 an amount equal to two dollars and thirty-one cents (\$2.31) for each hour of employment performed by an employee. Effective August 1, 2009 an amount equal to two dollars and forty-three cents (\$2.43) for each hour of employment performed by the employee. Effective August 1, 2010 an amount equal to two dollars and fifty-five cents (\$2.55) for each hour of employment performed by the employee. Effective August 1, 2011 an amount equal to two dollars and sixty-seven cents (\$2.67) for each hour of employment performed by the employee.**
- 15.03** The Employer agrees to forward all monies payable by him in respect of all funds on or before the fifteenth (15th) day of the month following the actual performance of work and shall forward such contributions between the first (1st) and the fifteenth (15th) day of each month.
- 15.04** A form shall be supplied by the Union for the Employer to identify all contributions as required by this clause, and such form shall indicate the address to which contributions shall be sent.
- 15.05** In the event an Employer fails to remit contributions to the fund in conformity with this clause of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not

be considered a violation of this Agreement.

- 15.06** The Business Representative of Local 40 may inspect, during regular business hours, an Employer's records of time worked by employees and contributions made to the funds.

## **ARTICLE 16 - SAFETY AND HEALTH**

- 16.01** Accident Prevention regulations made pursuant to the Workers' Compensation Board Act, together with those adopted and published by the Employer, shall be observed at all times. It shall not be cause for dismissal if an employee refuses to work in contravention of such regulations. An employee may be terminated if he fails to comply, after being duly warned of any violation of Workers' Compensation Board regulations or Employer Safety Rules.
- 16.02** The Employer may, in conformity with recognized safety standards, use any type design, number or variety of machines or electrical appliances.
- 16.03** The Union shall ensure, as far as possible, that its members are familiar with all standard safety regulations and practices.
- 16.04** 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 any known exposure. Food handler certificates shall be paid for by the Joint Industrial Catering Advancement Fund. Each employee employed in the preparation or handling of food must possess an Food Handler's Certificate. All other medicals as may be required by the Employer shall be paid for by the Employer.

## **ARTICLE 17 - PUBLIC RELATIONS**

- 17.01** The parties hereto mutually undertake to do all possible to ensure that in relationship with the general public and the owner-client, every effort will be made toward the end that tactful relations are established and maintained.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE**

- 18.01** It is agreed by both parties that this Agreement contain provisions for technological change as outlined under Section 74 through 78 of the Labour Code of British Columbia.

## **ARTICLE 19 - DISPUTES**

## **19.01 Discipline and Discharge of Employees**

- (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 the employee 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 Chairperson will be notified and provided with the reasons for the discharge.
- (c) Where no Shop Chairperson is recognized, the Shop Steward will receive this information.

## **19.02 Discipline Warnings**

Effective the date of ratification of this Agreement, any verbal or written warning covering any matter other than sexual or personal harassment, theft, breach of trust, or acts of violence, that has been placed on the file of an employee, will subsequently be removed from his or her file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty of any kind.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **20.01 Definition and Recognition of a Grievance**

- (a) Any complaint, disagreement or difference 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.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

### **20.02 Informal Step**

- (a) As an informal step, the employee is encouraged to make an earnest

effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward.

**20.03 Step One**

- (a) 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.
- (b) 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.
- (c) The Employer's representative must answer the grievance in writing within ten (10) days.

**20.04 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 between the employee, the Shop Steward and/or a Union representative and a person or persons designated by the Employer.

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.

**20.05 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 20.13;
- 2) a single Arbitrator;
- 3) a full arbitration;
- 4) use the Fast Track Mediation/Arbitration Process in Article 20.14.

**20.06 Union and Employer Policy or General Grievance**

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



**20.07 Time Limits**

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

**20.08 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.

**20.09 Board of Arbitration or Single Arbitrator**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a Board of Arbitration or a single Arbitrator. In the case of a Board of Arbitration, it shall be composed of one (1) representative of the Union and one (1) representative of the Employer.
- (b) In the case of a Board of Arbitration, the two (2) selected representatives will select an impartial Chairperson. In the case of a single Arbitrator, the parties will select an impartial Arbitrator. In the event the representatives or the parties are unable to agree on a Chairperson or Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

**20.10 Arbitration Hearing and Award**

- (a) As soon as the Chairperson or Arbitrator has been appointed, the Arbitration Board or Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare in written form a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Board of Arbitration or the single Arbitrator.

**20.11 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.

## **20.12 Cost Sharing**

Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Chairperson or single Arbitrator.

## **20.13 Optional Grievance Investigation Procedure**

The parties have agreed to initiate an optional grievance investigation procedure for the specified term of the 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 British Columbia, where a difference 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:

- 1) investigate the difference;
- 2) define the issue;
- 3) make written recommendations to resolve the difference within five (5) days of the date of 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:**

As provided for in Section 103 of the Labour Relations Code of British Columbia, each party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the investigatory or the investigator's substitute. The remaining one-third (1/3) will be paid by the provincial government.

(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 of 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 the 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.

Recognizing that there are times when an expedited arbitration may be desirable, the parties have agreed that the following process may be used as a substitute for the formal grievance procedure outlined in Article 20 of the Collective Agreement.

- 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement (i.e. ESS - Local 40.
- 2) The outcome will be binding on the parties.
- 3) The cost will be borne in accordance with Section 103 of the Labour Relations Code (i.e, Employer: 1/3; Union: 1/3; Government: 1/3).
- 4) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either party.
- 5) No legal counsel will be sued by either party. The Union will use elected officers or business representatives. ESS will use employees of their Industrial Relations Division.
- 6) The number of cases to be heard at any given time will not exceed three (3).
- 7) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- 8) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- 10) 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.
- 11) General rules of evidence will be waived except for the rule of "onus."
- 12) The offices of ESS and of UNITE HERE, Local 40 will be used for the process on an alternating basis starting with the Hotel, Restaurant, & Culinary Employees & Bartenders Union, Local 40 offices.
- 13) Procedure Guidelines:

- a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- b) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- c) 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.
- d) Mediation: Counsel must accept some responsibility at this state to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
- e) 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 the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of 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.

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 provide direct evidence with respect to the evidence be called to testify;
- iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
- iv) prior to the hearing, the parties discuss the evidence so there are no surprises.

## **ARTICLE 21 - LEAVE OF ABSENCE**

**21.01** The Employer shall grant a leave of absence to employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. The Employer shall be given seven (7) days notice of such

occurrence and shall not incur any cost whatsoever attendant to such permission being granted. The employee will suffer no loss of rights formerly enjoyed before such leave was granted.

**21.02** Where an employee is absent for bona fide sickness recognized under Health Care Plan as provided in this Agreement, or absence for compensable injury under the Workers' Compensation, and when proof of medical fitness is established further by a physician and/or the Workers' Compensation Board, the employee shall be reinstated to his former position within the company on explorational or operational mining projects, within seven (7) days of such notification. Cost of transportation to the job shall be borne by the Employer.

**ARTICLE 22 - WAGE RATES**

<b>Classification</b>	<b>Current</b>	<b>August 1, 2008</b>	<b>August 1, 2009</b>	<b>August 1, 2010</b>	<b>August 1, 2011</b>
		<b>2.5%</b>	<b>3%</b>	<b>2.5%</b>	<b>3%</b>

<b>Chef</b>	27.59	28.28	29.13	29.86	30.76
<b>1<sup>st</sup> Cook</b>	25.15	25.78	26.55	27.21	28.03
<b>Baker</b>	25.15	25.78	26.55	27.21	28.03
<b>2<sup>nd</sup> Cook</b>	23.73	24.32	25.05	25.68	26.45
<b>3<sup>rd</sup> Cook</b>	22.32	22.88	23.57	24.16	24.88
<b>General Help/ Camp Attendant</b>	21.60	22.14	22.80	23.37	24.07

**Signing Bonus – All employees on payroll on date of ratification will receive a signing bonus of \$2,000.00**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

SIGNED ON BEHALF OF:

UNITE HERE LOCAL 40

COMPASS GROUP CANADA  
d.b.a. Eurest Support Services

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