

COLLECTIVE AGREEMENT

between

Morrison's

(A Division of Compass Group Canada)

at

Kamloops Seniors Village

and

UNITE HERE

Local 40

JUNE 1, 2008 TO MAY 31, 2011

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ARTICLE 1 – DURATION OF AGREEMENT

- 1.01 (a)** This agreement shall be for the period from June 1, 2008 to and including May 31, 2011. 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.
- 1.02** It is mutually agreed that the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is specifically excluded from this agreement.
- 1.03** 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, lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

ARTICLE 2 – RECOGNITION

- 2.01 (a)** The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties. The employer agrees not to bargain with any other labour organization for such employees specified in this Agreement during the term of this

Agreement.

- (b) For the purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

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

2.03 An employee covered by this Agreement will not be required to cross picket lines which are declared to be legal by the Labour Relations Board.

2.04 (a) The Employer shall allow the properly authorized representatives of the Union to investigate the standings 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 the purposes of such investigation, the Union representative will notify the Employer in advance.

(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.

ARTICLE 3 – UNION SECURITY

3.01 All employees who are now members of the Union, or who may become members, shall remain members in good standing as a condition of employment.

3.02 All new employees must become members of the union within thirty (30) calendar days of employment and they must maintain Union membership in good standing as a condition of continued employment.

3.03 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.

3.04 It is understood that the Union shall be responsible to supply the Company with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.

3.05 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 upon 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 fifteenth (15th) day of the month following the month for 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.

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.

3.06 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.

3.07 Work customarily performed by the employees in the bargaining unit shall not be done by Company personnel whose regular job is not in the bargaining unit, except for the purposes of development, audit, quality control, on-the-job training, experimentation, instruction of employees, or in cases of emergency including employee absence.

It is also understood that the Unit Manager is a working Manager.

3.08 (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) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee 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 Shop Steward's first obligation is the fulfillment of his responsibilities as an employee. During his working hours, the Shop 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 assigned work area on Union business without prior permission. Such permission will not be unreasonably withheld.

(e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances or in attending meetings specifically

provided for herein, shall be considered to be time worked.

- (f) Under no circumstances shall a Seward take any action or issue any instruction which will interfere with the operation or affairs of the Employer or with the management of or direction of the work force.
- (g) The Company and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other 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.
- (h) 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.
- (i) 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 4 – HOURS OF WORK

- 4.01** (a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:
- (i) up to twelve (12) 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 one week.
- (b) Double time will be paid for all work performed on an employee's seventh consecutive day of work.
- (c) The work week will be from 12.01 a.m. Sunday to midnight of the following

Saturday or as otherwise mutually agreed to.

- 4.02** (a) The Company reserves the right to schedule overtime work, and will give reasonable consideration to personal reasons from individual employees for inability to work overtime, provided the appropriate premium rate is paid for all hours in excess of the above.
- (b) Subject to the operating needs of the business, Management will offer such overtime shifts to senior employees on shift in the classification where overtime is required, provided the senior employees indicate in advance their availability for such overtime.
- (c) 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 (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 (1.5X) the employee's regular hourly rate.
 - (iv) Hours worked in excess of forty-eight (48) hours in any one week and excluding ours paid in accordance with (i) and (ii) above – double times (2X) the employee's regular hourly rate.
- (d) Double time (2X) shall be paid for all hours worked on an employee's seventh consecutive day of work.
- (e) Overtime worked by an employee may be banked with the agreement of the Employer.

A total maximum equivalent to forty (40) straight time hours may be accrued at any one time. The Employee is able to withdraw banked time in whole or in part with the approval of the Employer.

Banked hours may not be withdrawn during a pay period in which a disciplinary suspension occurs.

- 4.03** There shall be no duplication or pyramiding of overtime nor shall overtime hours paid for under this Article be used in computing the fort (40) hours per week.

- 4.04** (a) The company shall post the work schedule on Thursday of each week, and once posted it will not be changed without giving the employee at least four (4) hours personal notice prior to the commencement of their next shift. However, such notice will not be required if a change is necessary due to an emergency.
- (b) It is understood and agreed that any employee who must absent him or herself for a valid reason from a scheduled shift will provide the Employer with notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absence, or otherwise subject to shift changes.
- (c) An employee who reports for work at their regular starting time without receiving the required notice of change shall be paid at their regular rate of pay for not less than four (4) hours of work.
- (d) Employees will not be required to commence working a new shift until at least **ten (10)** hours have elapsed since ending their previous shift.

All hours required to be worked within the eight (8) hour period above will be paid at one and one-half (1 ½) times the regular hourly rate of pay with a minimum payment to the employee of three (3) hours pay at the regular hourly rate.

- (e) Management will, in keeping with the efficient operation of the business, consider seniority of employees when assigning shifts.
- (f) The Employer, in assigning longer shifts, will do so by seniority provided that this does not have as adverse effect on operations and the employee is able to perform the duties required.
- 4.05** There shall be posted in a conspicuous place, a work schedule specifying the name and classification of each employee, days off of each employee and the starting and finishing time of each employee, and the Employer shall keep said schedule up to date.
- 4.06** Wherever possible, employees shall receive two (2) consecutive days off in each seven (7) consecutive days.
- 4.07** All employees working shifts of five (5) hours or more are entitled to an unpaid meal break of up to thirty (30) minutes as close as possible to the mid-point of the shift. The Employer may stagger meal breaks for employees.

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.

4.08 Where split shifts are assigned by the Employer, they must conform with the following guidelines:

- (a) no shift may be split more than once;
- (b) no part of a split shift shall be less than two (2) hours;
- (c) a break of two (2) hours shall constitute a split shift;
- (d) all split shifts must be worked within a twelve (12) hour period;
- (e) no more than one-fifth (1/5) of the employees shall in any one (1) day work split shifts;
- (f) no employee shall be required to work more than two (2) split shifts each week;
- (g) upon attainment of six (6) months' service, employees required to work a split shift will be paid for all hours worked and in addition receive one (1) hour at their regular rate.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge for proper cause, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of employees;
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of offices and facilities, services to be performed and methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation curtailment or

cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement;

- (e) Management agrees that in the exercise of these rights, it will observe the provisions of this Agreement.
- (f) Nothing except this Collective Agreement shall, in any manner, precludes the Employer from managing the business.

ARTICLE 6 – ANNUAL VACATION

6.01 (a) Vacation pay shall be accrued according to the following schedule:

(i) less than four (4) years of service	4 %
(ii) four (4) to nine (9) years of service	6 %
(iii) ten (10) years to nineteen (19) years of service	8 %
(iv) twenty (20) years or more of service	10 %

(b) Vacation time may be taken according to the following schedule:

(i) less than four (4) years of service	2 weeks
(ii) four (4) to nine (9) years of service	3 weeks
(iii) ten (10) years to nineteen (19) years of service	4 weeks
(iv) twenty (20) years or more of service	5 weeks

6.02 Steady part-time or relief employees will be granted a vacation with pay pro-rated to the length of service in accordance with the above section.

6.03 Annual vacation entitlement 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.

6.04 (a) Annual vacation entitlement 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) of receiving the request.

6.05 Vacations shall become due on the anniversary day of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between the Employer and employee provided it

falls within eight (8) months of the anniversary date of employment.

6.06 Vacation pay will be identified separately from regular pay on the cheque stub.

Vacation pay will be paid in the pay period prior to the commencement of the employee's vacation when the request is made at least three (3) weeks prior to the commencement of the vacation.

Vacation pay shall be paid earlier if requested by the employee and agreed to by the Employer.

ARTICLE 7 – STATUTORY HOLIDAYS

7.01 (a) The following days as they pertain to this Collective Agreement shall be paid as Statutory Holidays:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
B.C. DAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
EASTER SUNDAY	

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.

(b) Employees are entitled to holiday pay if they have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the general holidays and have been employed for at least thirty (30) days with the Company.

Time absent from work due to annual vacation shall be considered time worked for the purposes of this article.

7.02 A regular day's wages shall be based on the average hours per shift (excluding overtime) worked by the employee during the preceding four (4) weeks worked.

7.03 In the event that an employee meets the requirements of 7.01(b) and 7.04(a), and is not required to work on any of the aforementioned holidays, the employee shall receive his or her regular day's wages.

- 7.04** (a) Employees shall qualify for holiday pay only if they have worked on his/her regular scheduled shift immediately prior to the holiday and on his/her regular scheduled shift immediately after the holiday.
- (b) If an employee is scheduled to work on a paid holiday and accepts the assignment of work but fails to report for work on the day of the holiday, he/she shall not receive any holiday pay.
- (c) An employee shall not be disqualified from receiving holiday pay in the event that the employee was absent for just and reasonable cause on either or both of the shifts referred to herein.
- 7.05** Subject to the operating needs of the business, employees shall be entitled to either Christmas Day or New Year's Day off, according to seniority.
- 7.06** Should any statutory holiday occur during an employee's vacation period, an extra day off with pay will be granted at a mutually agreeable time.
- 7.07** (a) When a general holiday falls on a day when the employee is in vacation and he/she meets the requirements of 7.01(b) and 7.04(a), then he/she will be given another day off with pay at a mutually agreeable time in the future.
- (b) Where a general holiday occurs, the regularly scheduled employee shall have the first option to work said holiday, subject to the above.

ARTICLE 8 – SENIORITY

8.01 Each new regular and casual employee will be considered on probation and will not be placed on a seniority list until he/she has completed ninety (90) calendar days.

8.02 Seniority Entitlement Defined

- (a) Departmental Seniority: For the purpose of this Agreement "departmental seniority" shall be defined as an employee's total length of continuous service identified in hours worked within his/her classification(s) within a particular department in the Employer's operation.
- (b) Department: For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked.

- (d) In the event that an employee is regularly scheduled to work an equal amount of hours in two (2) different classifications, the employee's seniority will accrue in the classification in which they were hired.

Annual vacation entitlement will be determined by the employee's total years of service in the unit and the employee shall be granted holidays according to that established seniority.

- (e) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the unit, the principles of seniority first within the department and then within the unit will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

8.03 Eligibility for Seniority entitlement Defined

- (a) For the purpose of this Agreement, "seniority" shall only apply to an employee who has completed his or her probationary period.
- (b) Upon successful completion of the probationary period, an employee will be credited, for the purposes outlined in (a) above, with the total number of hours worked during the probation period.

8.04 Accrual and Loss of Seniority

- (a) Accrual of Seniority: Seniority shall be accrued on the basis of completed working hours. When determining what hours are counted as working hours, the following shall apply:
 - (i) any time off paid for by the Employer;
 - (ii) time off as a result of an injury or illness which is proven to be work related, shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board, Employment Insurance or the Health and Welfare Plan provided for in this Agreement;
 - (iii) up to one (1) month of consecutive time off for a leave of absence pursuant to Article 8.10 shall be counted as time worked;
 - (iv) time spent on an approved educational course or negotiating committee shall be counted as working hours;
 - (v) non-occupational illness or injury for a period of up to six (6) months;

- (vi) maternity, paternity and adoption leave in accordance with prevailing employment standards;
- (vii) seniority shall be accrued on the basis of completed hours worked in a - bargaining unit position.

(b) Loss of Seniority and Termination: An employee will lose all seniority rights and be considered terminated where he or she:

- (i) voluntarily terminates his/her employment;
- (ii) is discharged for just and reasonable cause;
- (iii) is on layoff for more than six (6) consecutive months;
- (iv) he/she does not return to work on the date specified following an approved leave of absence other than medical;
- (iv) the employee receives severance pay in accordance with the terms of this Agreement;
- (v) no employee shall have the right to claim seniority if he/she has been on a leave of absence in excess of three (3) months, except as provided for in Article 8.10;
- (vii) 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 four (4) call-ins during twelve (12) consecutive months without a justifiable reason. Justifiable 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 the employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer.

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

- (i) the employee's name;
- (ii) the date from which the employees' service seniority is calculated;
- (iii) the number of hours of seniority accrued;

- (iv) the employees' job classification;
 - (v) The number of hours worked in previous classifications, such hours will be recorded under the classification in question with an "Inactive" designation.
- (b) The seniority list shall be posted by the Employer for a minimum of fifteen (15) days. Any objection to the accuracy of posted seniority list must be lodged with the Employer during the fifteen (15) days in which the list is posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.
- 8.06** (a) When a shortage of work occurs which necessitates a lay-off, the employee with the least seniority in the classification affected shall be the first to be 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 within the worksite only provided that he/she 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 at the rate applicable to the job to which he/she is transferred.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) In the event of a lay-off, the order of lay-off within the affected classification shall be as follows:
- Temporary employees
 - Probationary employees
 - Regular employees
- (d) An employee who has been laid-off and wishes to be recalled must insure 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 or courier. Any employee failing to report for duty within sixty (60) hours, excluding Saturday,

Sunday and holidays from the time of such notification, shall be considered to have resigned without notice.

- 8.07** 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 to do the work required.
- 8.08** When recalling employees to work after a lay-off, they shall be recalled in inverse order to that which they were laid-off, subject to the availability of the employees to do the work required.
- 8.09** (a) In the event of a lay-off of staff within a unit, which is expected to be permanent, the affected employees who have completed a period of employment of at least six (6) consecutive months, will be notified not less than fourteen (14) calendar in advance of any resultant lay-off, or receive pay in lieu thereof, or a combination of same. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional weeks notice, or pay in lieu thereof, and for each subsequent completed year of service, an additional weeks' notice, or pay in lieu thereof, to a maximum of eight (8) weeks' notice, or pay in lieu thereof, or a lay-off exceeds one (1) month.
- (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 Company.
- 8.10** (a) An employee with six (6) months or more of Company service may request a Leave of Absence. The request, in writing to the appropriate Manager, shall identify the date on which the leave will start, the date the employee will resume work, and the reasons for the leave. The request for a Leave of Absence will be presented at least twenty-one (21) days before the leave is to commence and the employee shall be advised of the Company's decision in writing. The granting of a Leave of Absence shall be without pay and does not constitute a break in seniority or Company service.
- (b) Leaves of Absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves.
- (c) The granting of a Leave of Absence will not be unreasonably withheld.
- 8.11** (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 thirty (30) 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 (1) employee at a time.
- (e) An employee on 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.

8.12 Employees whose Leaves of Absence for illness, maternity or work-related injury exceeds one (1) month shall provide to the Employer written notice of their expected date of return to work.

8.13 **The Employer, upon receipt of written notice from the union, shall grant a leave of absence without pay to employees who are elected as a delegate to attend a union convention, union education programs up to a maximum of one (1) month or as members of a negotiating committee. Written notice shall be a minimum of seven (7) days prior to the commencement of said leave.**

Said leave shall not be unreasonably denied; however, it is understood that the operational needs of the business shall be the first priority.

9.01 Where the context allows it, words denoting the feminine shall include the masculine.

9.02 All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employment Standards legislation, or any amendment thereto.

9.03 Bereavement Leave: Common law relationships, as recognised 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, grandparent, brother-in-law, sister-in-law, aunt, uncle, step-parent, step-child, foster child of an

employee, and any person who lives with an employee as a member of the employee's family. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence.

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

- (b) In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, the employee shall be entitled to compassionate leave or one (1) day for the purpose of attending the funeral.
- (c) Every effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

9.04 All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employee while on duty shall be supplied free of cost to the employee. Employees are required to launder their own uniforms and an allowance of seventy-five cents (\$.75) per work day will be paid to the employee.

9.05 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 examination shall be carried out by a medical practitioner designated and paid for by the Employer and it is recognized that the employee shall have the right to obtain a copy of any medical report relating to such examination.

9.06 It is understood that employees shall not lose any wages as a result of having to attend for a medical examination requested for by the Employer.

9.07 When an employee is required to attend for a medical examination outside the employee's normal working hours, then the employee shall be paid two (2) hours' pay. Employees will not be asked to attend for medical examinations on their regular days off.

9.08 It is mutually agreed that prior to the posting of Work Rules, the Employer will provide a copy of same to the Union office.

9.09 In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, Management will make reasonable efforts to offer such shift to a qualified and able employee.

9.10 Employees requested by Management to attend meetings will be paid their regular hourly rate for such time that exceeds fifteen (15) minutes in duration.

9.11 Doctor's certificates required by the Employer to substantiate any period of sickness

or accident will be paid for by the Employer.

- 9.12** An employee returning from an approved leave such as sick leave, Union leave, maternity leave, bereavement leave or leave due to a work related injury will return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence. A doctor's certificate may be required had they not been on Leave of Absence. A doctor's certificate may be required to determine the type of work the employee is able to perform.
- 9.13** Employees injured while working shall not suffer loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if, as a result of such injury, they are sent to the hospital or for medical attention and are declared unable to return to work.

ARTICLE 10 – WAGES AND JOB RATE RULES

- 10.01** Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however, an employee will not be prevented from receiving a higher rate of pay for their classification.
- 10.02** Employees working in a higher classification will be paid the higher rate for all hours worked in the classification.
- 10.03** An employee who is designated as "in charge" of the unit in the Manager's absence will receive thirty-five cents (\$.35) per hour for such hours designated.
- 10.04** When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement between the parties, the Company will establish the classification and rate on a temporary basis.
- 10.05** Written notice of the classification and the applicable wage rate will be furnished to the Secretary of the Union.
- 10.06** The new rate and classification shall be considered temporary for a period of twenty-one (21) calendar days following the date of notification to the Secretary of the Union. During this period (but not hereafter) the Secretary of the Union may request the Company to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the twenty-one (21) calendar day period, the temporary classification and rate shall become a part of the wage scale.

10.07 If the Company and the Union are unable to agree on a classification and rate for a new job, the disputed rate and/or classification may be taken to Arbitration in accordance with Article 12 of this Agreement.

10.08 It is specifically agreed that no Board of Arbitration shall have the authority to alter or modify the existing classification or wage rates but it shall have the authority, subject to the provisions of this Agreement, to determine whether or not the classification or wage rate has been set properly within the framework of the Company's established classification and rate schedule.

10.09 (a) When a vacancy occurs, for any new or present classification covered by this Agreement, a notice of the vacancy shall be posted for a period of **ten (10)** days. Such notice will include the initial shifts. Employees may apply in writing to fill the vacancy. Any employee selected by the Employer will be given a trial period in accordance with Article 10.09(c). This provision does not apply to temporary positions.

(b) The successful applicant will be determined on qualifications, knowledge, education, skills, experience, personal suitability and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

(c) The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) working days. During this trial period, the employee must demonstrate that she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

(d) During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who have changed job positions in consequence of the promotion, to move back to their job positions and rates, which they occupied prior to the promotion.

10.10 The Company will consider request from employees for transfers.

ARTICLE 11 – DISCIPLINE & DISCHARGE OF EMPLOYEES

11.01 (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 **ten (10)** 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 12 – GRIEVANCE PROCEDURE

12.01 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.

12.02 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 12.04 and 12.05 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 12.06(b).

12.03 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.

12.04 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.

12.05 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.

12.06 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.

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

12.08 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.

12.09 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 credibility 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 credibility 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.

12.10 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
Colin Taylor

ARTICLE 13 – DEFINITIONS

13.01 Objective Interpretation: Where a specific definition of a word, or a phrase, is not expressly provided in this Agreement, such word, expression or term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical use.

13.02 Time Span References: References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years unless otherwise expressly provided in this Agreement.

13.03 Specific Definitions: The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article:

Temporary Employee – An employee hired for a specific term or project; for a period not to exceed ninety (90) days with no expectation of continuing employment beyond the specified term or completion of the particular project for which the employee was hired.

Probationary Employee – An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee – A employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

ARTICLE 14 – HEALTH & WELFARE / PENSION

14.01 The Employer agrees that all employees will be covered by and participate in the

Non-Aligned Health Care Plan.

Effective June 1, 2008, the employer will contribute one dollar and fifteen cents (\$1.15) for each hour worked on behalf of all employees to administer the Plan. Effective June 1, 2009, the amount shall be increased to one dollar and eighteen cents (\$1.18) for each hour worked. Effective June 1, 2010, the amount shall be increased to one dollar and twenty-one cents (\$1.21) for each hour worked.

14.02 Pension Plan

- (a) The Employer will contribute to an R.R.S.P., on a monthly basis, a maximum of one percent (1%) of an employee's gross earnings on a one-to-one basis (i.e. each dollar contributed by an employee will be matched by the Employer to a maximum of one percent (1%) of their monthly earnings).
- (b) Employees must enrol in the R.R.S.P. on an annual basis and commit to one-year of participation.

IN WITNESS WHEREOF the parties hereto have hereunder cause their seals to be affixed under the hands of the proper officers.

SIGNED THIS ____ DAY OF _____, 2009.

ON BEHALF OF:

Compass Group Canada
d.b.a. Kamloops Seniors Village

UNITE HERE, Local 40

APPENDIX A - WAGE SCHEDULES

Classification	Effective Date		
	2008	2009	2010
Cook	\$15.04	\$15.59	\$15.95
Kitchen/General Help	\$12.00	\$12.24	\$12.48
Dishwasher	\$12.00	\$12.24	\$12.48
Service Assistant	\$12.00	\$12.24	\$12.48
Assisted Living Server	\$12.00	\$12.24	\$12.48

LETTER OF UNDERSTANDING #1

between

**Compass Group Canada d.b.a Morrisons
at
Kamloops Seniors Village**

and

UNITE HERE, Local 40

Re: Joint Committee

The parties agree to form a "joint" ways and means committee to address issues and concerns.

SIGNED THIS ____ DAY OF _____, 2009.

ON BEHALF OF:

Compass Group Canada
d.b.a. Kamloops Seniors Village

UNITE HERE, Local 40
