

# **Collective Agreement**

**BETWEEN:**

**Compass Group Canada Ltd.  
(Beaver)**

**AND:**

**Teamsters Local Union No. 31**

**COLLECTIVE AGREEMENT**

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# COLLECTIVE AGREEMENT

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# Collective Agreement

**Between:**

Compass Group Canada Ltd. (Beaver)  
hereinafter referred to as "THE EMPLOYER"

**And:**

**Teamsters Local Union #31**  
hereinafter referred to as "THE UNION"

## **WHEREAS:**

The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

## **Article 1**

### **Section 1 Duty to Cooperate for Advancement of Conditions**

1. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully cooperate, individually and collectively for the advancement of conditions.
2. The parties hereto recognize that all clauses and stipulations of this agreement are subject to the grievance procedure.

### **Section 2 Clarification of Terms**

In this Agreement, wherever the word "she" or "her" appears, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

## **Article 2**

### **Section 1 Certification of Bargaining Authority**

This Agreement shall cover the employees of Compass Group Canada Ltd. (presently located at 1451 Kingsway Avenue, Port Coquitlam, B.C.) except as excluded by the Certification Order of British Columbia Labour Relations Board or other employees specifically agreed to by the Union to be excluded from the scope of this Agreement. It is agreed and understood that this Agreement and the said Certification Order will apply to and bind any other location of this business if relocated from 1451 Kingsway Avenue, Port Coquitlam, B.C., either in whole or in part.

## **Article 3 – Union Security**

### **Section 1 Posting of Agreement**

The company will *provide a bulletin* board in a conspicuous place for such notices as the Union may from time to time wish to post. The said notices shall be posted and signed by an elected or appointed Shop Steward or other authorized representative of the Union. No material may be posted therein other than that approved by the Union.

### **Section 2 Bargaining Authority**

At the time of hiring, the *Union* shall provide each new employee who is required to be a member of the Union, a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been Certified. *The shop steward will have up to thirty (30) minutes with each new employee to discuss the agreement.*

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### **Section 3 Union Shop**

All employees who are now members of the Union and in good standing, or who may later become members shall maintain such membership during the duration of this Agreement.

### **Section 4 Check-off**

Each new employee, when hired by the Company will be informed by the Company that she is required to become a Union member and the Company will have each new employee sign an Authorization Card authorizing the Company to deduct from her earnings Union initiation fees, Union dues and/or other assessorial charges as levied against her by the Union and so indicated on the monthly check-off list as provided by the Union to the Company. Within fourteen (14) days of hire of each new employee, the Company will remit same to the Union. Each month the Company shall provide to the local Union office a list of all employee terminations. The Employer shall deduct Union dues and remit same to the Union no later than fourteen (14) days from date of deduction.

### **Section 5 Job Security**

- (a) All work normally performed by members of the bargaining unit shall be performed by members of the bargaining unit. However, persons excluded from the bargaining unit may perform bargaining unit work only when instructing employees, or training employees, or in cases of emergency situations where regular employees are not available.
- (b) The Employer shall not contract in, contract out, or contract in any manner whatsoever, any work normally performed or performable by members of the bargaining unit, *that may cause a layoff.*

## **Article 4 Management Rights**

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

- (a) *Maintain order, discipline and efficiency*
- (b) *Hire, discharge for just and reasonable 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, reasonable 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 schedule of work, the extension, limitation, curtailment or cessation of operations and 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, preclude the Employer from managing the business.*

## **Article 5 - Discipline**

- (a) *JUST CAUSE: The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause. Probationary employees shall for purposes of discipline be held to a lesser standard than regular employees.*
- (b) *REASONS FOR WRITTEN DISCIPLINE: The Company shall set out its written reasons for any discipline resulting in the discipline, suspension or discharge of an employee and shall copy the Union.*

- (c) *RIGHT TO REPRESENTATION: The Company agrees that if it chooses to implement written discipline, suspension or discharge of an employee, a Shop Steward shall be present.*
- (d) *LIMITATION ON HOLDING DISCIPLINE AGAINST EMPLOYEE: Any complaint or suspension shall be cancelled after twelve (12) months unless another complaint or suspension of a similar nature occurs within twelve (12) months of the former complaint or suspension. No mention of a complaint or suspension may be raised against the employee thereafter.*
- (e) *SIGNING NOT AN AGREEMENT: Whenever an employee chooses to sign a document pertaining to discipline, she does so only to acknowledge that she has been notified accordingly.*
- (f) *EMPLOYEE'S ACCESS TO FILE: The Company agrees that an employee shall have access to her personnel file under the following parameters:*
  - a. *Employee to give 48 hours notice to their immediate manager*
  - b. *The file is to be read in the manager's office*
  - c. *The Manager must be present.*
  - d. *The frequency of said request shall not be unreasonable and cause any undue burden on the Employer.*
  - e. *Personnel files shall only be accessed/viewed Monday through Friday.*
  - f. *Shop steward shall be present at any such meeting.*

## **Article 6**

### **Section 1 Probation**

All employees commencing work at the kitchen will be on probation for ninety (90) calendar days or four hundred eighty-eight (488) hours of work, whichever comes first, after which time they shall become regular employees. The new hire rate will be for ten (10) days only, after that the full rate of pay will apply.

### **Section 2 Work Week**

The basic workweek of an employee working full time shall be forty (40) hours to be worked as scheduled by the Employer. Employees shall not be scheduled shifts of less than four (4) hours and not more than twelve (12) hours per day. *Employees shall be entitled to two (2) consecutive days off each week. The work week shall provide for continuous operation based on a seven (7) day work week, twenty-four (24) hours per day.*

### **Section 3 Paid-For Time**

All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Time shall be computed from the time that the employee is ordered to report for work or registers in.

### **Section 4 Posting Regular Shifts**

- (a) All vacant shifts and vacant shift patterns will be awarded in order of seniority, qualifications and the ability to do the job.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with **Article 10 section 3.**
- (c) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours' pay at her regular rate of pay if she does not commence work, and a minimum of four (4) hours' pay at her regular rate if she commences work.
- (d) Employees may exchange shifts with the approval of the Employer provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no

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increase in cost to the Employer. All rights to consecutive days off, overtime pay, and any premiums that result from the exchange are waived.

- (e) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.,
- (f) In the event the Employer must make shift schedule changes to corrections employees due to illness or injury, such changes may be made with forty-eight (48) hours notice without incurring any overtime costs.
- (g) The above will not apply where the change required is due to a situation beyond the control of the Employer.
- (h) When an employee is off due to illness or injury the employer will replace the worker, with a casual or part-time employee who is available for work at the straight time rate of pay.

## **Section 5 Shift Premium**

- (a) Employees commencing work between the hours of 11:00 p.m. and 4:00 a.m. shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked.

## **Article 7**

### **Section 1 Conflicting Agreements**

*No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which is in conflict with the terms of this Agreement.*

## **Article 8 Seniority**

- (a) *Seniority date will be calculated from the date on which an employee commences work with the Employer.*
- (b) *The probation period referred to in this Collective Agreement shall be completed upon 488 hours worked or ninety (90) calendar days whichever occurs first.*
- (c) *In the event of a layoff the order of layoff shall be as follows: a. probationary employees, part-time employees, regular employees.*
- (d) *Part time employees will not be used to deprive full time employees of work.*

### **Seniority Terminated**

*An employee shall cease to be an employee of the Employer if she:*

- (i) *Voluntarily quits*
- (j) *Is discharged and not reinstated through the Grievance Procedure*
- (k) *Is absent from work for three (3) days without a valid reason;*
- (l) *Is on layoff more than twelve consecutive months*
- (m) *Fails to report for work when a notice of recall has been sent by the Employer.*
- (n) *Employee security clearance is rescinded*
- (o) *Overstays an authorized leave of absence without a valid reason, and such cessation as an employee of the Employer shall be effective on the date of the commencement of the Leave of Absence*
- (p) *Uses a leave of absence in excess of three (3) months, except as allowed for in Law*
- (q) *For theft of product, cash or property. Theft is the removal, transfer to others, or the concealment of any of the above from the ownership and or contact of the Employer*

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or any other owner of the aforementioned, without written authorization. For example, product cannot be removed from the areas controlled by the Employer.

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

### **Seniority List**

- (a) The Employer agrees to post a seniority list on or before the 1<sup>st</sup> day of February in each year and to update such list August 1<sup>st</sup> of each year. The seniority lists shall contain the following information:
  - a. The employee's name;
  - b. The employee's seniority date
  - c. The employee's job classification
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list shall be given to the Union and the Shop Steward.
- (d) New employees will be added to the seniority list upon completion of the probationary period, back to date of employment.

### **Layoff And Recall**

- (a) When a shortage of work occurs which necessitates a reduction in hours and/or lay-off, the employee with the least classification seniority shall be the first to be reduced in hours and/or laid off. It is understood that:
  - a. An employee who is laid off may exercise her seniority and displace an employee in a classification, only provided she has worked in and is deemed qualified in that classification
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall and/or for continuation of employment.
- (c) In the event of a lay-off, the order of lay-off shall be as follows:
  - a. Probationary employees, Regular employees.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting 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.
- (f) It is the responsibility of the employee to confirm within 48 hours (excluding a Saturday, Sunday or Statutory Holiday) the receipt of such recall notice, and to confirm not only the receipt of such notice of recall, but also to confirm that they have accepted such recall. Any employee failing to confirm the aforementioned receipt and acceptance of the notice of recall, shall be considered to have resigned without notice.



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- (g) For the purposes of layoff or recall, seniority will apply so long as the Employer, in applying seniority, is always able to maintain a working force of employees who have the necessary skills and ability to do the work required.
- (h) When recalling employees to work after layoff, they shall be recalled in inverse order to that in which they were laid off, subject to the employees having the necessary skills and ability to do the work required.

### **Severance Pay**

*In the event of a layoff of staff within a unit, which is expected to be permanent, the affected employee(s) who have completed a period of employment of at least three (3) consecutive months, will be notified not less than seven (7) calendar days in advance of any resultant layoff, or receive pay in lieu thereof, or a combination of same. Upon completion of one (1) year of service, an employee will receive two (2) weeks notice or pay in lieu thereof. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional week's notice, or pay in lieu thereof, and for each subsequent completed year of service an additional week's notice, or pay in lieu thereof, to a maximum of eight (8) weeks notice, or pay in lieu thereof, or a combination of same.*

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

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

## **Article 9**

### **Section 1 Meal Period**

- (a) *There shall be a paid fifteen (15) minute rest period in each half of any full shift. These two (2) may be combined into one thirty minute (30) paid period. Employees working less than a full shift, but a minimum of four (4) hours will receive one paid fifteen (15) minute rest period.*
- (b) *An unpaid meal period of one half hour (1/2) will be scheduled as close as possible to the normal institutional meal period an may be taken away from the work area. Employees required by the Employer to work during their scheduled lunch will have their lunch break rescheduled by mutual agreement to an alternative time during that shift. Employees lunch break which is not rescheduled will be paid for the lunch period at the appropriate rate.*
- (c) *Wholesome meals: shall be defined as a regular meal as provided to the client as per the menu for the day. The meal will be provided as a taxable benefit to the employees and said amount shall be indicated on the payslip and the employee's T4 slip at the end of the year.*

## **Article 10**

### **Section 1 Pay Period**

*Employees shall be paid bi-weekly by direct deposit.*

*The Company shall provide each employee covered by this Agreement with a separate and detachable itemized statement complete in all detail in respect of all wage payment made to such employee. Such statements shall set forth the total hours worked, the total overtime hours worked either time and one-half or double-time the rate of wages applicable and all deductions made from the gross amount of wages.*

### **Section 2 – Errors in Pay**

*The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of the manager.*

If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager *who will bring it to the attention of the payroll department*. In the event that the employee is not paid the correct amount of pay as a result of an error made by the Employer, it shall be remedied within three (3) working days.

### **Section 3 Overtime**

- (a) All time worked over eight (8) hours in any shift shall be considered overtime and the employee is entitled to one and one-half (1 ½) times her regular rate of pay for such hours worked. First priority shall be to the continuation of the shift affected.
- (b) Overtime shall be allocated on the basis of seniority on a voluntary manner to those employees working in the department where the overtime is required, providing, however, the junior employee or employees shall be required to work overtime should the senior employee not volunteer to work overtime.
- (c) There will be no overtime scheduled in excess of four (4) hours over an eight (8) hour shift.
- (d) The overtime rate of pay will be one and one half (1 ½) times the regular rate of pay for the first *four (4) hours* and two (2) times the regular rate of pay for all hours worked over *twelve (12) hours* on a shift.
- (e) Extended shifts are excluded from the overtime premiums.

### **Section 4 Time Bank**

An employee shall be entitled to put time earned from overtime and statutory holidays into a bank to be taken as time off or cash payment.

The maximum allowed time to be banked is forty (40) hours.

The time bank shall be revolving.

Any time in the bank at time of termination will be paid out in cash.

Withdrawal from the time bank will be with the approval from the Company and with adequate notice.

## **Article 11**

### **Section 1 Leave of Absence**

- (a) *Unpaid Leave Of Absence may be granted by the Employer depending on the operational requirements of the business. Such application shall be in writing and submitted at least ten (10) days prior to the requested date. Employee will be advised in writing. Such request shall not be unreasonably withheld. Employees who are on an extended LOA will be required to pay all premiums for any benefits under the collective agreement if they want their benefits to continue. Under such leaves, the employee shall retain and accrue seniority only.*

### **Section 2 Funeral Leave**

When death occurs to a member of a regular full-time employee's family, the employee will be granted, upon request, a leave of absence to attend the funeral and make arrangements when required, and shall be compensated at her regular straight time hourly rate for hours lost from her regular schedule as per the following:

In the case of the death of a spouse, common-law spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother or legal guardian, the employee will be granted three (3) continuous days leave without the loss of pay, commencing with the day of death. All employees may have up to five (5) additional days unpaid leave of absence if required.

### **Section 3 Jury Duty and Material Witness**

Any employee who is required to perform jury duty on a day on which she would normally have worked or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular hours of her employment with the Company, will be reimbursed by the Company for the difference between the pay received for jury duty or

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witness attendance and her regular straight time hourly rate of pay for her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) hours per week, less pay received for jury duty. The employee will be required to furnish proof of jury duty service or witness attendance and jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Company for witness fees received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practical.

This clause will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Program, Annual Vacations, Workers' Compensation or as otherwise covered in this Agreement.

#### **Section 4 Medical Examinations**

Employees shall be paid for time lost or time taken for a Company required medical examination. It is understood that the Company will pay for required medical examinations.

#### **Section 5 Compensation Sickness Coverage**

When an employee goes off work on authorized leave or a grievance is invoked on her discharge, the Company shall continue to pay Union dues and Health and Welfare premiums so that the employee shall be protected to the utmost, provided:

- a) the employee reimburses the Company for such contributions made on her behalf and is at no time more than four (4) months in arrears, and
- b) When an employee returns to work, the Company shall deduct from her earnings any monies the Company has paid out in respect of her contributions.
- c) In the event any employee does not return to work, and the employee refuses or neglects on demand at her last known address to make restitution for such monies paid out, the Union shall reimburse the Company for said amount.

#### **Section 6 Sick Days**

- (a) All employees who have three (3) months continuous service or more shall have a maximum of six (6) days per year, between January the 1<sup>st</sup> and December the 31<sup>st</sup> of each year. There will be no carryover.
- (b) A day's pay for employees will be eight (8) hours pay at the regular hourly rate for her classification.
- (c) Any unused sick days in a calendar year will be paid out at fifty (50%) percent on the first payday of the following year. *For example: If an employee uses two (2) days sick in a year they would receive two paid days in January of the following year.*

#### **Section 7 Staff Meetings**

Staff meetings, whether in the kitchen or off the premises, shall be considered as time worked and paid for accordingly. Overtime shall not apply.

#### **Section 8 Maternity and Child Care Leave**

The maternity and child care leave provisions of the British Columbia Employment Standards Act shall apply to all employees in the bargaining unit.

### **Article 12**

#### **Section 1 Picket Line**

Employees who refuse to cross a legal picket line shall not be subject to discipline by the Employer.

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The Union agrees to immediately notify the Employer concerning any picket lines of which it has knowledge that may affect the operation.

## **Article 13**

### **Section 1 Inspection Privileges**

Authorized agents of the Union shall have access to the Company establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the company's working schedule. Permission shall be requested on arrival and permission shall be granted to designated areas. Time shall be given to the shop steward to carry out her duties provided she has received permission to leave her workstation beforehand.

### **Section 2 Shop Stewards**

- (a) *The Union is entitled to appoint or elect from among the employees Union Stewards, who are employed in and represent employees in the bargaining unit. The duties of the Union Steward shall be to assist in the reporting and resolution of all grievances.*
- (b) *The Employer agrees to recognize duly appointed or elected Union Steward(s) provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.*
- (c) *The Union Steward's first obligation is the fulfillment of her responsibilities as an employee. During her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.*
- (d) *The Union Steward must not leave her assigned work area on Union business without prior permission.*
- (e) *The necessary time which is spent by the Union Steward during their regular working hours in reporting or resolving grievances or attending meetings with the Employer during their regular working hours shall be considered to be time worked. No other time spent by an employee on any Union business shall be paid for or be eligible for any premium pay unless approved in writing by the Employer.*
- (f) *The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.*
- (g) *The Company or person acting on its behalf shall not discharge, suspend, transfer, layoff or otherwise discipline an employee or discriminate against a person in regard to employment or a condition of employment because of that person's legal activity in the Union.*
- (h) *The Employer agrees that official Union communications from the Union to its members can be posted on a Union supplied bulletin board in the unit. No steward shall post any notice on the Board of any nature unless it is from and approved by an Officer of the Union. A Steward is not an officer of the Union. It is also acknowledged that the premises are not the property of, in any respect or sense, of the Employer, and that the North Fraser Pretrial Centre has full authority over all of its property without exception.*
- (i) *When the Company finds it necessary to lay off or discharge a Shop Steward, the Company shall give as much notice as possible to the Union prior to the layoff or discharge.*

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### **Section 3 Leadhand**

Leadhands shall be a regular employee who shall direct the work of others while performing the work herself. She shall not have the authority to directly hire, fire, suspend or discipline employees and will be paid sixty cents (60¢) per hour more than the highest paid employee under her direction.

## **Article 14**

### **Section 1 Health & Safety Committee**

The Employer agrees to ensure the Health & Safety of its Employees at the kitchen location as far as it is reasonably practical to do so.

- a) The Union and the Employer shall each appoint one (1) committee member who shall meet once per month at the kitchen or an otherwise mutually agreed location. Meetings will be held on Company time.
- b) The Union and any Employee may bring to the attention of the Employer any Health and Safety concern and such issues will be addressed by the Committee.
- c) The Employer will act expeditiously in responding to all Health & Safety concerns raised.

### **Section 2 Sanitary Conditions**

The Company agrees to maintain adequate clean and sanitary washrooms and lunchrooms having hot and cold running water and with toilet facilities. Some lockers will be supplied on a day-use basis. All locks must be removed from the lockers at the completion of the employee's shift. The Company will not be responsible for any contents. It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

### **Section 3 First Aid**

The Company shall provide first aid provisions in accordance with the British Columbia Workers' Compensation Health & Safety Act.

### **Section 4 Uniforms and Footwear**

- (a) The Company agrees that if any employee is required to wear any kind of uniform as a condition of her continued employment, such uniform shall be furnished by the Employer free of charge.
- (b) The Company will pay three cents (3¢) per hour for each hour worked towards the purchase of protective footwear, to be paid each pay period and shown separately on the pay stub.

### **Article 15 Paid for Day of Accident**

If an employee, after starting work, meets with an accident, which incapacitates her from carrying on her duties, she shall be paid her full day's wages for the day of her injury, providing she is not in receipt of compensation from the Workers' Compensation Board for that day.

### **Article 16 Pay for Change in Classification**

When an employee from a high rated classification is requested to work, temporarily or until permanently reclassified, at a lower rate of classification, she shall continue to be paid at the rate paid for the higher rated classification. Where an employee from a lower rated classification is requested to work in a higher rated classification for two (2) or more hours, she shall be paid for all such hours worked at the rate paid for the higher rated classification.

### **Article 17 Wages**

#### **Section 1 Wage Rates**

The regular rates of wages shall be those set out in Appendix "A" hereunto annexed and forming part of this Agreement.

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**Article 18 Health and Welfare**

Employer to pay one hundred percent (100%) of the employee's MSP, dental and extended health premiums, and to provide a short term disability plan as per appendix "B" hereunder annexed and forming part of this Agreement.

Ensure that all employees get a copy of the coverage provided by the Company's insurer and clarify that all regular employees are entitled to Health and Welfare coverage upon completion of their probation.

- a. **Regular Employee:** Regular employees shall be entitled to participate in the Health and Welfare program on the first day of the calendar month immediately following the completion of the employee's probationary period. Employer to pay one hundred percent (100%) of the regular employee's MSP, dental and extended health premiums, and to provide a short term disability plan as per appendix "B" hereunder annexed and forming part of this Agreement.
- b. **Part-time Employees:** Part-time employees who regularly work twenty (20) hours per week or more shall be entitled to participate in the Health and Welfare program on the first day of the calendar month immediately following the completion of the employee's probationary period.  
Part-time employees who regularly work twenty (20) hours per week or more for three months or longer shall be entitled to participate in the Health and Welfare program on the first day of the calendar month immediately following the three month period.  
Employer to pay one hundred percent (100%) of the part-time employee's MSP, dental and extended health premiums, and to provide a short term disability plan as per appendix "B" hereunder annexed and forming part of this Agreement.

If an employee is laid off, he/she will be provided the option to maintain the following benefits for a maximum period of three months by pre-paying all required premiums (both Employer and employee portions).

**Article 19 General Holidays**

- (a) All full-time regular employees shall be granted the following days off with pay:
- |                |                  |                 |
|----------------|------------------|-----------------|
| New Year's Day | Good Friday      | Easter Monday   |
| Victoria Day   | Canada Day       | B.C. Day        |
| Labour Day     | Thanksgiving Day | Remembrance Day |
| Christmas Day  | Boxing Day       |                 |

Additionally, the Employer shall grant such employees any other day off with pay which may be declared a general holiday by the Federal or Provincial government.

**(b) Premium**

All work performed on a general holiday shall be paid for at the rate of one and one half (1 ½) times the employee's regular hourly wage rate and the employee shall also receive pay at her regular hourly wage rate for the statutory holiday or a day in lieu with pay to be taken at a mutually agreed upon date.

**(c) During Vacation**

When a General Holiday falls on an Employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday on either the last working day preceding or the first working day following such General Holiday.

The Company will designate the day to be granted as the day in lieu and such day will be without pay. In the event a General Holiday falls during an employee's vacation, the employee *by mutual agreement* will be allowed a day off without pay in lieu of such General Holiday.

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**Article 20 Annual Vacations**

**Section 1 Full-Time Employees**

Employees having the years of completed service shown in column 1 shall be entitled to the number of weeks vacation shown in column 2 with vacation pay calculated according to column 3:

<u>Completed Service</u>	<u>Entitlement</u>	<u>Pay</u>
1 year	2 weeks	4%
4 years	3 weeks	6%
8 years	4 weeks	8%
12 years	5 weeks	10%

**Section 2 Vacation Scheduling**

(a) Employees shall be granted their vacation dates in order of their seniority. Vacation lists will be posted on or before **February 1<sup>st</sup>** of each year. Employees must indicate their vacation preference by **March 15<sup>th</sup>** of each year. The schedule will be finalized and posted by the Employer by April 1st. *If an employee fails to designate her choice on the aforementioned listing while posted, vacation time shall be granted on request on a first come first granted formula, seniority will not apply.*

**Article 21**

**Section 1 Saving Clause**

If any Article or Section of this Contract or of any riders hereto should be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2 Negotiations for Replacement of Articles**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter in to immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 24 following.

**Article 22 Strike and Lockout**

**Section 1 Work Stoppages**

The Union agrees that there shall be no strikes, slowdowns or other work stoppages for any cause whatsoever during the life of this Agreement. The Employer agrees that there shall be no lockouts during the life of the Agreement. Both parties agree that all disputes which are within the scope of the grievance and/or arbitration provisions of this Agreement shall be adjusted through such procedures.

**Article 23 Joint Consultation and Adjustment Committee**

On the request of either party, the parties must meet at least once every three (3) months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

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## **Article 24 Grievance Procedure**

### **Section 1 – Purpose**

Whenever any dispute arises between the Company and the Union or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

### **Section 2 – Time Limits**

Time limit to initiate this Grievance Procedure:

- (a) Termination or lay-off – ten (10) calendar days.
- (b) All other grievances – thirty (30) calendar days.  
In any dispute over a pay cheque or pay statement or any matter thereon the time limit shall be calculated from the date the employee received the pay cheque or pay statement.
- (c) All time limits referred to in the grievance procedure may be extended by mutual agreement.

### **Section 3 – Grievance Procedure**

An earnest effort to resolve the grievance will be made by all parties at all steps of grievance process.

#### **Step 1:**

Any grievance of an employee shall first be taken up between such employee and the Company, however, the employee will be entitled to be represented by a shop steward or a Union representative.

#### **Step 2:**

Failing settlement within 10 days following Step 1, such grievance will be reduced to writing and shall be taken up between a representative of the Union or a shop Steward and the *Manager*.

#### **Step 3:**

Failing settlement within 10 days following Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to one (1) authorized representative of the Union and one (1) authorized representative of the Company.

#### **Step 4:**

Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides.

All monetary grievance settlements are to be paid the following pay period on a separate cheque or as otherwise agreed to between the parties.

### **Section 4 – Appointment of Arbitrator**

- (a) If the parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturday, Sundays and general holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the appropriate *Governing Body* will be requested to appoint a neutral arbitrator.

### **Section 5 – Arbitrator's Decision**

The arbitrator shall be required to hand down his decision *in a timely manner*.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, or change any provisions of this Agreement.



The cost of the arbitrator will be borne equally by the Union and by the Company.

## Article 25

### Maintenance of Standards

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.

## Article 26

### Section 1 Duration

This agreement will be in full force and effect from April 1, 2010 to and including March 31, 2012 and will continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement to give written notice to the other Party to commence collective bargaining.


### Section 2

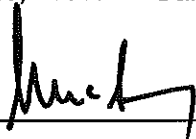
Should either Party give written notice to the other Party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement will thereafter continue in full force and effect until:


- (a) the Union shall commence a legal strike;
- (b) the Company shall commence a legal lockout; or
- (c) the Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals this 29 day of September, 2010.

SIGNED ON BEHALF OF  
THE COMPANY

  
Mike McDevitt, Director of Labour  
Relations, Western Canada, Compass  
Group

  
Bill McSeveny, District Manager,  
Compass Group

  
David Seymour, Senior Director,  
Labour Relations, Compass Group

SIGNED ON BEHALF OF  
THE UNION

  
Stan Hennessy, President

  
Terry Tyler, Business Representative

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**APPENDIX "A" – WAGE RATES**

**Rates Per hour**

	April 1, 2010	April 1 2011
Cooks	\$16.00	\$16.26
General helper	\$12.80	\$13.00

New Hires/ probation twenty five (25) cents less than regular rate.

All rates of pay and premiums retroactive to April 1, 2010

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**APPENDIX "B" HEALTH AND WELFARE**

MSP:	100% employer paid
Short Term Disability (up to EI Maximum)	100% employer paid
Extended Health Care (as per Compass Canada benefits plan)	100% employer paid