

AGREEMENT

BETWEEN

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD.
doing business as**

**EUREST
(Hereinafter referred to as “The Company”)**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS’ INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter referred to as “Union”)

(BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY)

August 1, 2012 – July 31, 2015

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ARTICLE 1: PARTNERSHIP AGREEMENT

Section 1: Statement of Partnership

The Company and the Union recognizes their mutual interest in serving the community, especially the students and faculty of the British Columbia Institute of Technology (“BCIT”), by providing efficient and friendly housekeeping services.

The Company and the Union accept and understand that the expansion and security of employment for United Steelworker members as The Company employees is dependent upon the competitiveness and economic viability of The Company for which the Union and The Company accept joint responsibility.

The success of our partnership will be based upon the following criteria:

- × A well-trained, high-motivated workforce committed to the satisfaction of The Company clients,
- × The integration of people, technology and operating systems
- × A participative environment with shared goals and a recognition of contributions to results
- × A cooperative and mutually supportive workplace founded on trust, dignity, respect, fairness and honesty
- × Open and effective communication
- × Provision of adequate resources for our people to succeed
- × Shared decision-making in areas mutually agreed upon by the parties
- × A strong union and a strong management acknowledging and respecting each other’s interests and responsibilities
- × Operations consistent with The Company “balanced scorecard” and its goals
- × Quality assurance, sanitation

The Company and the union are committed to work continually and creatively to enhance and expand our partnership.

Section 2:

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). Such discussions and any resolution by mutual agreement resulting from such discussions shall be consistent with, and pursuant to, the Mission Statement in Article 1, Section 1, above. It is Agreed that if the parties are unable to come to a mutual agreement to resolve the concern or issue, then both parties have the right to refer the concern or issue to a third party to assist in resolving the concern or issue. Both parties agree that the third party will have the full authority to provide a binding resolution.

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

The Company recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provision of housekeeping services by The Company at 3700 Willingdon Avenue, Burnaby, BC, V5G 3H2 and 3800 Cessna Drive, Richmond, BC, V7B 0A1.

Section 2: Work

Work customarily performed by the employees in the bargaining unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, rest periods and meal breaks, on –the-job training, instruction of employees or in cases of emergency. It is also understood that a Manager/Supervisor is a working Manager/Supervisor, and that more than one Manager/Supervisor may be at a location.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1:

Subject to the provisions of this Agreement, the Union acknowledges that Company has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by the Company, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Managers/Supervisors shall be entirely a matter for the Company's discretion.
- (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

Section 2:

It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of the Company.

Section 3:

This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

ARTICLE 4: UNION SECURITY

Section 1: Union Shop

All employees shall maintain membership in the Union throughout the term of this Agreement, as a condition of continued employment.

Section 2: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 3: Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 2 and 3 of the Article, no employee shall be subject to discharge except for refusal to pay union dues. If an employee fails to pay union dues within seven days after the Company and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by Company. In such circumstances the Union agrees to hold the Company harmless and to indemnify the Company for and against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

Section 4: Union Membership

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution.

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers.

Section 5: No Discrimination for Union Activity

The Company and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

Section 6: Bulletin Boards

The Company shall provide space for one bulletin board for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate. The Union will provide the Company with a copy of the material to be posted prior to posting.

Section 7: Check-off

The Company shall request all new employees at the time of hiring to execute the **Union's check off authorization** in duplicate, the forms to be supplied by the Union.

Check-Off: Process and Procedures

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the UNITED STEELWORKERS.
- b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to the Union at their designated current mailing address
- d) The monthly remittance shall be accompanied by a completed **USW R115 FORM** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., unpaid sick leave., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) UNITED STEELWORKERS, Local Union 2009
Attention: Financial Secretary at fax number 604-513-1851, and
 - (ii) UNITED STEELWORKERS, Servicing Staff Office
Attention: Staff Rep at fax number 604-513-1851
- f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

Section 8: Recognition and Rights of Stewards

The Company recognizes the Union's right to select one Steward and one alternate Steward per twenty-five (25) bargaining unit employees to represent the employees. The Union agrees to provide The Company with the names of the employees designated as Stewards and alternate Stewards who will serve in the Stewards' absence. Stewards shall obtain the permission for his/her immediate supervisor before leaving his/her work to perform his/her duties as Stewards. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. On resuming his/her normal duties as a Steward outside of working hours.

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- (ii) supervisor of ballot boxes and other related functions during votes; and

- (iii) attend meetings at the request of The Company or joint Union/Management Committees.
- (iv) **The Company will provide fifteen (15) minutes paid time for the Unit President to orientate any new employees and provide them with a copy of their collective agreement.**

Under no circumstances shall a Union Steward take an action or issue any instruction, which will interfere with the operations or affairs of The Company, or with the management of or direction of the workforce.

Section 9: Access to Operation

Official Union Representatives shall obtain reasonable access to The Company' Employees for the purposes of this Agreement, including the ratification of this Agreement by The Company' Employees, which access shall be granted by The Company at the Union's request and on such reasonable written terms and conditions as may be laid down by The Company.

Section 10: Volunteers

The Union understands and agrees that volunteers play an important and integral role within facilities owned and operated by The Company' clients and that such volunteers are an important and necessary link to the broader communities served by The Company' clients. The Union encourages the use of such volunteers by The Company' clients in the interests of the broader communities served by The Company' clients.

ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION

Section 1: Labour/Management Consultation Committee

The Labour/Management Consultation Committee will meet on a regular basis to promote the Cooperative resolution of workplace issues, including workload to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 54 of the *Code* applies to this Agreement. It states:

"54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies.,

- (a) the employee must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to effected, and
- (b) after notice has been given, the employer and trade union must meet in good faith, and endeavour to develop and adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
- (ii) human resource planning and employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) entitlement to pension and other benefits including early retirement benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

(2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

ARTICLE 7: HOURS OF WORK

Section 1: Hours of Work

The Company does not guarantee hours of work to any employee and reserves the right to schedule work, including overtime work, and will give reasonable consideration to personal reasons from individual employees for inability to work overtime. It is agreed that no shifts shall be scheduled less than four hours in duration. The minimum pay for a day shall be four (4) hours pay **where no work commences the scheduled employee shall be entitled to two (2) hours pay. In the event that the Employer intends to make changes in any hours of work or work days, it shall provide the Union and the individuals affected by the changes, a minimum of fourteen (14) working days' notice. The notice requirement may be reduced by mutual agreement of the parties, and the Union shall not unreasonably withhold its agreement.**

Section 2: Overtime

Subject to the operating needs of the business, The Company will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to operational seniority as defined in Article 10, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

The regular hours of work for employees shall be seven and one half (7 ½) hours per day and thirty-seven and one half (37 ½) hours per week. Employees on regular hours of work will receive their rate and one-half for any hours worked over seven and one half (7 ½) hours per day and thirty-seven and one half (37 ½) hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day.

There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing the **thirty-seven and one-half (37 ½) hours per week.**

The Company will assign shifts and hours in order of seniority within the classification where the work is required to be done, provided that this does not have an adverse effect on the operations

and the employee is immediately able to perform all of the duties required within the normal schedule hours.

Definition of shift(s) is all work performed by an employee on behalf of The Company.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and The Company shall keep said schedule up to date.

The parties agree that if the Company wishes in the future to schedule work on a regular basis of eight (8) hours per day and forty (40) hour work weeks, the Parties will meet prior to any changes in hours of work or work schedule in an effort to change the overtime provisions on regularly scheduled shifts.

Section 3: Rest Periods and Meal Breaks

All employees working shifts of more than five (5) to eight (8) hours are entitled to an unpaid meal break of thirty (30) minutes between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall be on the employees' time.

All employees are entitled to paid rest period in accordance to the following schedule in addition to their meal break:

- (a) four (4) hours one (1) fifteen (15) minute rest period;
- (b) five (5) hours one (1) fifteen (15) minute rest period;
- (c) six (6) hours one (1) fifteen (15) minute rest period;
- (d) seven (7) hours two (2) fifteen (15) minute rest periods;
- (e) eight (8) hours two (2) fifteen (15) minute rest periods;

ARTICLE 8: ANNUAL VACATION

The vacation year shall be the twelve month period coinciding with The Company' fiscal year, commencing September 1 in each year.

Vacation pay shall be paid as a percentage of gross earnings excluding taxable benefits,

Start date to Nine (9) years	six (6%) vacation pay	three (3) weeks entitlement
Ten (10) years or more	eight (8%) vacation pay	four (4) weeks entitlement

Part time, casual or relief employees will be granted vacation time and vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs.

It is agreed that all employees must take their full vacation entitlement each year. In the event that the Company due to operational needs is not able to allow an employee to take all of their holiday allotment and the individual agrees to waive their entitlement to their vacation the employee will be paid out all of their accrued vacation pay at the end of the Company's fiscal year. In all events the individual vacation banks will be paid out at the end of the Company's fiscal year.

It is further agreed that the Company shall produce a vacation usage and entitlement report not less than once per quarter per year. A complete copy shall be provided to the Union and the Union committee. The Company shall also make available to each individual a report showing their own Vacation and Sick day usage and remaining entitlement upon request by the individual.

Procedure for Booking Vacations

Vacations

Application for Vacation to be filled out on a Compass Vacation request form, which can be obtained through the Manager.

Vacation requests are granted on the basis of:

1. Seniority will be the deciding factor until January 31st of each calendar year after which vacations will be awarded on a first submissions basis.
2. Operational Requirements
3. Advance Notification
4. Date of Receipt for Submission (according to deadlines).

Annual vacation time can be taken in its entirety or divided and taken at separate intervals throughout the year (vacation time is taken in whole days) with at least one choice being a minimum of five (5) working days to ensure an adequate break from the workplace.

Split vacations are also awarded on the basis of seniority (provided other associates 1st choices have been granted).

Procedure

Manager: Calculates and makes available the vacation days accrued at least 30 days prior to the vacation request deadline date.

Associates: Complete and return their vacation request form directly to their respective manager by **January 31st** of each year. The supervisor/manager must initial the form upon receipt, indicating that it was received on the date indicated. The vacation request form must be handed to the manager in person. Requests left under doors, on desks, or not given directly to a manager will not be considered.

Manager: Approves vacation requests or notifies associate if vacation has been denied and works with associate to select an alternate time according to the above criteria.

Manager: Returns a copy of the approved vacation request form to employees by **February 28th** of each year.

ARTICLE 9: STATUTORY HOLIDAYS

“Statutory holiday” means New Year’s Day, **Family Day**, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other holiday prescribed by **existing or future** regulation. In allocating time off for Christmas Day and New Year’s Day, and subject to the operational needs of the business, Service Seniority within a classification shall be the determining factor when voluntary requests cannot be solicited.

For the purposes of this Agreement, the named Statutory Holidays, if worked and pursuant to the *Employment Standards Act*, will be paid at time and a half.

Entitlement

Any employee who has been employed by the employer for at least 30 calendar days before the statutory holiday and has:

- a) worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday, or
- b) worked under an averaging agreement under this collective agreement at any time within that 30 calendar day period.
- c) all Leave of Absences for Union Business of less than thirty (30) calendar days will be considered time worked for the purposes of calculating statutory holiday pay.

Statutory Holiday Approved Pay

- 1) An employee who is given a day off on statutory holiday, or is given a day off instead of the statutory holiday, must be paid an amount equal to at least an average day’s pay determined by the formula:

amount paid + days worked

where

amount paid is the amount paid or payable to the employees for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

- 2) The average day’s pay provided applies whether or not the statutory holiday falls on the employee’s regularly scheduled day off.
 - (i) If employee is required to work on statutory holiday

An employee who works on a statutory holiday must be paid for that day:

- (a) 1 ½ times the employee’s regular wage for the time worked up to 12 hours.
- (b) double the employee’s regular wage for any time worked over 12 hours, and
- (c) an average day’s pay, as determined using the above-mentioned formula.

ARTICLE 10: SENIORITY

Section 1: Service Seniority Definition

“Service Seniority” means continuous, unbroken service with the Company from date of hire to the bargaining unit recognized in Article 2, Section 1, above.

Seniority lists shall be divided into those filing roles considered to be “regular” and those considered to be “casual/part-time” as defined in the collective agreement. In effect there shall be two (2) lists, one for regular and one for casual/part-time.

New positions on the regular seniority list will be offered to people on the casual/part-time list prior to being offered at other sites. At no time will a person moving from the casual part-time list to the regular shift move ahead of someone who is already on the regular seniority list.

The first day of pay (payroll sign-up) determines the order of service seniority as defined in the collective agreement.

The first day of pay for working on site shall determine operational unit seniority as defined in the collective agreement.

In the event that this effects more than one employee who starts on the same day, on the same site, the determining factor shall be order of hire.

Operational Seniority

Seniority which governs scheduling of work, vacations, overtime, lay off and recall etc.

Seniority does not allow one person to bump another person from a role which the other person currently holds; unless they have lost their posted position. If an employee has lost their posted position for being terminated with cause, resigns, permanently relocates to another site, or their recall period has lapsed following a lay-off, this bumping right shall not apply.

In the event of a job vacancy, shift vacancy or significant change in hours of work said vacancy shall be posted for seven (7) days. The decision to fill the vacancy shall be based on seniority and the ability of the employee to perform the job.

Any permanent relocation from one operation to another within the bargaining unit will result in loss of operational seniority at the previous site but not the loss of service seniority as defined in the collective agreement.

Shift Assignment and Job Posting

The Company will assign shifts and hours in order of seniority within the classification where the work is required to be done, provided that this does not have an adverse effect on operations and the employee is immediately able to perform all of the duties required within the normal schedule hours.

Definition of shift(s) is all work performed by an employee on behalf of the Company.

There shall be placed in a conspicuous place, a work schedule specifying the name of each employee, days off of each employee and the starting and finishing time of each employee, and The Company shall keep said schedule up to date.

When a position becomes available at a site, the position must be posted within the Unit for a minimum seven (7) days. Posting will be awarded based on "operational seniority" subject to the person being capable of performing the job.

If the position is not filled, then the position will be posted at all BCIT sites. Posting in this case will be awarded based on "service seniority" and subject to the person being capable of doing the job.

An employee can temporarily assist at another unit but will maintain their seniority at their home site. Said employee has no seniority right at a "temporary" site.

For short term vacancies, employees that do not have "regular" jobs can be offered work at other sites based on service seniority on a temporary basis.

A person can return to their home site at any time, however, they cannot "bump in" to a regular job. They must wait for a position to be posted.

The Company and Local Union agree that all regular jobs will be posted and awarded based on "Operational Unit Seniority" and the employees' ability to do the job. If a position is required to be filled on a temporary basis and it is known that the position will be vacant of a minimum of thirty (30) day, the temporary position will be posted and awarded based on "Operational Unit Seniority" and the ability to do the job. An "Operational Unit" is defined as the bargaining unit consistent with the intent of the agreement and the Company's contract.

If the Company and the Local Union would like to discuss the possibility of modifying or amending this Section, either party must give thirty (30) days written notice. This Section may also be modified by mutual agreement if the parties agree to the amendment at a specific Operational Unit.

Section 2: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for **three (3) months for all regular employees and four hundred and fifty (450) hours for all part time or casual employees to a maximum of six (6) months. It is understood that all casuals must work at least two hundred (200) hours to complete their probation.**

During the probationary period they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of **the probation period**, the employee shall be entitled to seniority dating back to their first hour worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by The Company or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

Section 3: Lay-Off

In the event it becomes necessary to lay-off employees, The Company will lay-off in reverse order of Service Seniority within the bargaining unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either: exercise his/her Service Seniority rights to displace the most junior employee in a job classification which is equal to, or lower in, rate to his/her job classification, for which the employee has the required qualifications or in which the employee has previously worked or accept a lay-off until his/her regular job becomes available.

Section 4: Retention During Lay-Off (The Recall Period)

- (i) Service Seniority during lay-offs shall be retained for **twelve (12)** calendar months.
- (ii) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to recall notice.

Section 5: Service Seniority Lists

It is agreed that upon request of the Union, the Service Seniority list will be supplied by The Company setting out the names of the employees and accumulated The Company unit hours worked for the purposes of Service Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

Section 6: Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employee of The Company;
- (ii) is discharged by The Company;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave;
- (vii) accepts a severance package; or
- (viii) is unable to attend at British Columbia Institute of Technology for reasons beyond The Company' control.

Section 7: Recall

Employees will be recalled in order of Service Seniority provided that the employee has the qualifications to perform the required job functions. The Company will contact the employee by telephone and give the employee a verbal Notice of Recall. If The Company attempts but does not contact the employee by telephone then the Company will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep the Company informed of his/her current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.

Section 8: Termination Pay

Where an employee is terminated (other than for cause) and the group termination provisions of the *Employment Standards Act* do not apply, employees will be paid in accordance with the following:

- (i) after three (3) consecutive months of employment the equivalent of one (1) week's pay;
- (ii) after twelve (12) months' of continuous employment the equivalent to two (2) week's pay;
- (iii) after 2 years' of continuous employment the equivalent of three (3) weeks' pay; and
- (iv) for each additional year of continuous employment the equivalent of one additional weeks' pay to a maximum of the equivalent of eight (8) weeks' pay.

Section 9: Hiring Preference

When hiring new employees, the employer will give consideration to rehiring former employees who have lost their seniority retention due to an extended lay-off.

ARTICLE 11: TRAINING

Section 1: Training

In a situation where a qualified person is available to perform a job, or where the Company determines that additional qualified people are required in a "back-up" capacity for a position, the Company agrees to put up a posting for a training position and to provide a reasonable amount of training to the senior person that applies for the posting such that the successful applicant will be fully trained to perform the duties of the position.

Section 2: Purpose of Training

- (a) The Employer and the Union agree to promote the training, retraining or in-service sessions of employees to improve their job skills related to their employment.**
- (b) The Employer is responsible for ensuring that quality, control and documentation of employee training.**
- (c) It is understood that an employee will be adequately trained to perform the assigned work. Duties will not be assigned to any employee who has not been trained. Upon request to a manager or supervisor an employee will be provided with additional training in order to safely perform the work.**
- (d) Employees may access their training records upon request.**

- (e) **An Employee assigned to a co-worker for training purposes will remain in the same work areas as the co-worker.**
- (f) **Employees, when directed to attend compulsory training courses or in service sessions pertaining to operations shall be paid in accordance with the provision of the Collective Agreement.**

Section 3: Health & Safety Training

- (a) **Training to be provided to all employees regarding violence in the workplace where applicable by site.**
- (b) **The Employer will provide all required personal protection equipment, it shall be kept in an area that is accessible to the employees at any time.**
- (c) **The Employer will, where appropriate, allow injured employee to return on a GRTW. All GRTW programs will be designed with the medical opinion of the employee's attending physician. The Employer will not request the employee to work outside of the physical limitations documented by the attending physician.**

Section 4: Training and Education Fund:

The Company shall, upon ratification of this Agreement by the bargaining unit contribute seven cents (\$0.07) per employee per regular hour worked to the USW, Local 2009 Training and Education Fund.

ARTICLE 12: LEAVES OF ABSENCE

General

All leaves required by legislation shall apply.

Section 1: Injury and Illness

The Company will grant an unpaid leave of absence to a maximum of twenty-six (26) weeks per year to employees suffering injury or illness, subject to receipt of medical certificates as required by The Company confirming that the employee is unable to attend work due to injury or illness.

The employee shall report or cause to have reported to The Company prior to the commencement of his/her shift the injury or illness which requires his/her absence from work.

The Company may request that the employee attend an independent medical examination or at a medical examination by a Company authorized physician. Such request will be promptly complied with by the employee provided that The Company will pay the cost of such examinations.

The Company may require, **at the Company's cost**, a company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury.

In case of real and bona fide illness or injuries that extend beyond 26 weeks and subject to The Company operational needs, an employee may no later than four (4) weeks prior to the expiration of the leave, request an extension of unpaid leave not to exceed a further 26 weeks. The Company

may require the employee to supply verification of the illness or injury prior to The Company' consideration of the request.

Sick Time:

Employee who are sick shall be entitled to use at their discretion. If an employee requests they shall be entitled to draw on their vacation pay to be paid out in an amount equal to their normal hours for those sick days.

Section 2: Union Business

- (i) The Company will grant an unpaid leave of absence to employees who are appointed or elected to a Union Office. The employee who obtains this leave of absence shall return to The Company within thirty (30) calendar days after completion of the term of employment with the Union.
- (ii) The Company will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union. The Company shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds one (1) in number. The Company may, in its discretion, grant leave to more than one (1) employee where, in its opinion, it will not have the effect of interfering with the Company's operational requirement.

The Union shall provide the Company with as much advance notice, in writing, as possible but in no event in the case of (i) less than thirty (30) calendar days and in the case of (ii) less than five (5) calendar days.

Section 3: Bereavement Leave

When a death occurs to a member of a regular full-time Employee's immediate family, the employee will be granted a leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for scheduled work days for work he/she is absent as follows:

- (i) on the death of a spouse, child or parent, parent-in-law, a brother or sister, brother-in-law, sister-in-law, daughter-in-law, grandparent, grandson or granddaughter; three (3) days to be taken within a reasonable time frame.

An additional two (2) days of unpaid leave may be granted to an employee for personal reasons if the funeral is being held in another province of Canada or another country.

Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

At the request of an employee and subject to the Company's operational needs, the Company may extend the unpaid bereavement leave or may provide an unpaid Compassionate leave where the grounds for same are bona fide and verifiable.

Section 4: Jury or Crown and Coroner's Witness Duty

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be

reimbursed by the Company for the difference between the pay received for Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work based on the employee's proof of pay for such duty. It is understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's Duty or Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

Section 5: Return from Leave

An employee returning from an approved leave such as; un paid 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, provided that a job exists which they are immediately capable of performing, and, that they have the necessary seniority to retain such position. The provisions of the *Employment Standards Act* shall be in force in any event. A doctor's certificate may be required to determine the type of work the employee is able to perform.

Section 6: Personal Family Leave

Each employee shall be entitled to six (6) Family days per year to be used at their discretion. If an employee requests they shall be entitled to draw on their vacation pay to be paid out in an amount equal to their normal hours for those days in addition employees will give as much notice as reasonably possible.

Section 7: Personal Leave

An employee may apply for a leave of absence without pay for personal reasons.

All requests must be in writing. The Company has the sole discretion to deny or grant a leave, permission will not be unreasonably withheld.

ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURES.

Section 1: Grievance Procedure

All grievances except grievances detailed in Section 3 below shall proceed as follows:

Step 1 The employee shall take the difference to his Company manager with or without his/her Steward within seven (7) calendar days from the date the employee know or reasonably should have known of the incident giving rise to the grievance.

Step 2 Failing settlement at Step 1, the employee or his Representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavour to settle the matter with the applicable Company manager or designate.

Step 3 Failing settlement at Step 2, the Union Business agent shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the grievance with the Company's applicable Regional Manager/Director or the Company's designate.

Step 4 Failing settlement at Step 3, the grievance shall be referred to an investigator for binding recommendations as provided in Section 2 below within forty-two (42) calendar days of the event giving rise to the difference.

In the event of a Company grievance, it shall proceed directly to Step 3.

Section 2: Investigator

In the event a grievance is referred to an investigator pursuant to Section 1, the investigator shall be chosen from the following list:

- (i) Gordon, J.
- (ii) Hall, J.
- (iii) Johnston, D.
- (iv) Korbin, J.
- (v) Munroe, D.
- (vi) Taylor, C.

The investigator chosen shall be the first investigator contacted who is able to confirm his/her availability to conduct the investigation and report binding recommendations in a reasonable time. The order in which the listed investigators are contacted shall be as follows:

- (i) alphabetically in the first investigation under this Article
- (ii) thereafter, alphabetically commencing with the first name following the investigator who last issued binding recommendations pursuant to this Article.

After an investigator has been retained, he/she will meet and hear the position of both sides, interview all relevant witnesses, consider all relevant evidence and render recommendations within twenty-one (21) calendar days of his/her appointment.

The investigator will be restricted to interpreting and applying the provisions of this agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

The Parties will bear an equal proportion of the fees and expenses of the investigator.

Section 3: Expedited Grievance and Arbitration procedure

Notwithstanding Section 2, the following procedure shall be used to resolve a grievance arising from a suspension or discharge of lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the Company in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the Company's receipt of the Union's written grievance, officers of the Company and the Union, or their appointees, shall meet to attempt to resolve the grievance.

- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
 - (a) Gordon, J.
 - (b) Hall, J.
 - (c) Johnston, D.
 - (d) Korbin, J.
 - (e) Munroe, D.
 - (f) Taylor, C.
- (iv) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The order in which arbitrators are contacted shall be as follows:
 - (a) alphabetically in the first arbitration under this Article; and
 - (b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.
- (vi) The Arbitrator shall base his/her decision on evidence submitted by the Union and by the Company's representatives, or their appointees.
- (v) The Arbitrator's decision shall be final and binding on both parties.
- (vi) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

Section 4: Time Limits

The time limits set out in sections 1 – 3 inclusive above may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

Section 5: Abandonment

If a grievance is not initiated or advanced to the next stage within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of the parties.

The Parties agree that the operation of Section 87 of the BC Labour Relations Code is specifically excluded unless mutually agreed to by the Parties.

ARTICLE 14: WAGES AND JOB RATE RULES

Section 1: Wages

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 at the Company's sole discretion or by mutual agreement between the Parties.

When an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for the higher classification, provided that he/she works at least three (30) hours in a higher classification.

The Company agrees to notify the Union of any new classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the bargaining unit. The Company further agrees to notify the Union of the applicable wage rate, and such rate and classification shall be considered as temporary for a period of twenty-one (21) days. The Union may request the Company to negotiate rates of pay for any such new classification within the scope of this Agreement. In the event that the parties are unable to agree on the rate of pay for such a new classification, then either party may invoke the Arbitration procedure as set out in this Agreement. If the Union does not request to negotiate a rate and or classification within the above twenty-one day period, then the rate and classification shall form part of the applicable wage schedule.

Section 2: Benefits

Benefits during the term of this Agreement shall be in accordance with Appendix "B". It is understood and agreed that The Company is not itself obligated to provide benefits. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the Parties are bound by its terms.

- Life Insurance and AD & D. will not be provided to associates after their 65 th birthday. Associates who obtain the age of 65 will be given the option of converting their life insurance at their own cost.
- Vision Care shall be extended to include members of the immediate family
- All Benefit premiums to be paid 100% by the employer upon ratification of the agreement
- Benefits that have been agreed to shall be maintained during the term of the collective agreement as follows:

ARTICLE 15: DEFINITIONS

Objective Interpretation: Where a specific definition of a word, or a phrase, is not expressly provided in this Agreement, such work, expression, term or phrase shall be interpreted objectively, no subjectively and according to common and normal grammatical usage.

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

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.

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

Regular Employee: An employee who works regularly scheduled shifts as assigned by the Company on a continuing basis of twenty (20) or more hours per week.

Part Time Employee: An employee who works less than twenty (20) hours per week.

ARTICLE 16: MISCELLANEOUS

Section 1: Criminal Records Checks

An employee or applicant for employment shall, at the Company's' request and cost, submit to a criminal record check. The Company may refuse an application for employment or terminate an employee should the criminal records check reveal a conviction(s) related to the employment of the employee or the employment for which application has been made or where the convection(s) is contrary to a bona fide occupational requirement. **The Employer shall cover the cost of any criminal checks required for employment.**

Section 2: Uniforms

Uniforms are to be supplied by The Company and employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage. The Employer shall pay sixty-five cents (\$0.65) per shift worked. Each Regular Employee will be provided a minimum of three (3) complete uniforms. Casuals **who work two (2) or more shifts per week** will be provided with **two (2)** complete uniforms.

Section 3: Strikes, Lockouts, Picketing

During the life of this Agreement, the Company agrees it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee, shall authorize, encourage, or participate in any strike, suspension of work, or slowdown.

Employees may honour a legal picket line. The Union, however, recognizes and understands that the Company is required to deliver, through its employees, uninterrupted services to its clients' staff and students. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the relevant union(s).

Section 4: Force Majeure/Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Company, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

Section 5: Saving Clause

(a) General

In the event that present or future legislation renders null and void or materially alters any provisions of this Agreement, the following shall apply:

- (i) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- (ii) The Company and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (iii) If a mutual agreement cannot be struck as provided in (ii) above, the matter shall be arbitrated pursuant to Article 12 of this Agreement.

Section 6: Human Rights Code

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.

Personal and Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment in the workplace.

(b) Personal Harassment is:

1. Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia.

Including psychological harassment or bullying based on age, religion, physical size or weight, political belief or activity within the law, mental/physical disability, record of offences, source of income, an irrational fear of contracting an illness or disease.

2. Deliberate gestures, comments, questions, representations, or other behaviour that out reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

(c) Sexual harassment means engaging in a course of vexations, comment or conduct of a sexual nature, that is know or ought to be known to be unwelcome and shall include, but not be limited to:

1. sexual solicitation or advance or inappropriate touching or sexual assault:

2. a reprisal or threat of reprisal which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(d) **Procedure for Filing Complaints:**

1. The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.

2. An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the union to the Employer designate.

3. If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.

4. All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.

5. Unresolved complaints of harassment may be pursue through the grievance procedure initiated after this process has been completed.

6. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 17: SECTION 50 EXCLUSION

The Parties confirm that, by this Agreement, they are excluding the operation of subsections 50(2) and (3) of the British Columbia *Labour Relations Code*.

ARTICLE 18: AGREEMENT TERM

The term of this Agreement shall be **three (3)** years commencing on August 1, **2012** to and including July 31, **2015** and from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the union goes on strike, or
- (ii) the Company locks out its employees.

The operation of subsections 50(3) and (4) of the *British Columbia Relations Code* are excluded.

ARTICLE 19: EXECUTION

This Agreement may be executed by the respective Parties in counter-parts.

DATED THIS _____, DAY OF _____ 2012.

**COMPASS GROUP CANADA
(HEALTH SERVICES) LTD.
Doing business as EUREST and/or EUREST
Per:**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)
Per:**

APPENDIX A

Wage Rates and Adjustments

<u>Classification</u>	<u>Aug 1/12</u> 2% +\$0.05 (tf)	<u>Aug 1/13</u> 2%	<u>Aug 1/14</u> 3%
Housekeeping Aide	\$13.54	\$13.81	\$14.22
Lead Hand	\$14.86	\$15.16	\$16.61

Shift Premium

An additional Twenty (\$0.20) cents per hour will be paid for hours worked between 3:00 pm and 12:00 am and fifty (\$0.50) cents per hour will be paid for hours worked between 12:00 am and 7:00 am

Floor Care Premium

An additional ten (\$0.10) cents per hour will be paid to all non-Leadhand employees when assigned full shifts where their primary duties are to perform mechanical floor care.

APPENDIX B

Summary of Benefits

Summary of Benefits

100% of the cost of all Benefits will be paid by the Employer upon ratification.

Benefits are available to employees who have completed their probationary period and who are continuously scheduled to work 20 or more hours per week. When casuals are regularly scheduled 20 hours or more for a period of more than twelve (12) weeks they will then be entitled to receive benefit coverage.

BC Medical Plan	100% of the premium paid by The Company. Where an employee is eligible for Government Assistance such assistance shall be paid first before the Company pays.
Life and AD & D Insurance	\$25,000.00 coverage 100% The Company paid
Dental Plan	Basic Prevention Coverage 100% The Company paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 100% The Company paid
Vision Care	\$250.00 per Employee and each family member for every 24 months.

Benefit Summary

Sun Life Group Policy

a. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

<ul style="list-style-type: none">• Benefit Formula	<ul style="list-style-type: none">• \$25,000
<ul style="list-style-type: none">• Termination	<ul style="list-style-type: none">• 65 years of age

Claim Secure Group Policy

EXTENDED HEALTH BENEFIT

2. MAJOR MEDICAL BENEFIT **Yes**

a) Annual Deductible Applicable		No
b) Schedule of Benefits		
Psychologist	<input type="checkbox"/> Yes	\$1,000 per calendar year
Chiropractor	<input type="checkbox"/> Yes	\$200 per calendar year
Naturopath	<input type="checkbox"/> Yes	\$200 per calendar year
Podiatrist or Chiropodist	<input type="checkbox"/> Yes	\$200 per calendar year
Nutritionist/Dietician	<input type="checkbox"/> Yes	\$200 per calendar year
Speech Therapist	<input type="checkbox"/> Yes	\$200 per calendar year
Physiotherapy	<input type="checkbox"/> Yes	\$200 per calendar year
Osteopaths	<input type="checkbox"/> Yes	\$200 per calendar year
Massage Therapy	<input type="checkbox"/> Yes	\$200 per calendar year
Private Duty Nursing	<input type="checkbox"/> Yes	\$10,000 per calendar year
Medical Equipment	<input type="checkbox"/> Yes	Covered
Medical Prosthesis	<input type="checkbox"/> Yes	Covered
Medical Supplies	<input type="checkbox"/> Yes	Covered
Ambulance Services	<input type="checkbox"/> Yes	Covered
Hearing Aids	<input type="checkbox"/> Yes	\$500 every 5 years
Orthotics	<input type="checkbox"/> Yes	\$300 per year
Orthopedic Shoes Custom Made	<input type="checkbox"/> Yes	Combined with Orthotics maximum
Eye Exams	<input type="checkbox"/> Yes	\$35 in provinces where eye exams are not covered
c) Survivor Benefits	<input type="checkbox"/> Yes	2 years
d) Benefit Maximum Age (termination)		Retirement
e) Dependant Age		21
f) Student Age		26
g) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		\$100,000

3. VISION BENEFIT **Yes**

a) Glasses Maximum		\$250/every 24 months each family member
b) Contact Lenses Coverage		Included
c) Laser Surgery Benefit		Included
d) Vision co-insurance		100%
e) Benefit Maximum Age		Retirement
f) Dependent Age		21
g) Student Age		26

4. HOSPITALIZATION BENEFIT **Yes**

a) Semi Private Accommodation		Covered
b) Hospitalization Co-insurance		100%
c) Convalescent Hospital		Semi Private Coverage
d) Benefit Maximum Age		Retirement
e) Dependent Age		21
f) Student Age		26

5. DENTAL BENEFIT **Yes**

a) Annual Dental Single Deductible	n/a
b) Annual Dental Family Deductible	n/a
c) Recall Frequency: 6 months	Yes
d) Fee Guide Year	Current
e) Fee Guide based on province of employee residence	Yes
f) Level 1: Basic Restorative; co-insurance percentage	100 %
g) Level 2: Periodontics & Endodontics: co-insurance percentage	100%
h) Annual Maximum; Level 1 & 2 combined	Unlimited
i) Survivor Benefit	2 years
j) Benefit Period; <input type="checkbox"/> Calendar yr. <input type="checkbox"/> Policy yr.	
k) Benefit Maximum Age	Retirement
l) Dependent Age	21
m) Student Age	26
n) TMJ Lifetime Maximum	\$1,000

For clarification and certainty, the Parties agree that employees eligible for benefits pursuant to this Agreement shall be provided with a health and dental plan card, which is currently of a type known as a "swipe card".

LETTER OF UNDERSTANDING #1

BETWEEN

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD.
doing business as**

**EUREST
(Hereinafter referred to as “The Company”)**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS’ INTERNATIONAL
UNION (UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter referred to as “Union”)

This Letter of Understanding shall constitute an integral part of the Agreement and does amend the Agreement in the following particulars:

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

The Company recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provision of housekeeping services by The Company at 3700 Willingdon Avenue, Burnaby, BC, V5G 3H2 and 3800 Cessna Drive, Richmond, BC, V7B 0A1.

Further the Company recognizes the Union as the exclusive bargaining agent for its maintenance technicians at any of the BCIT campuses for the Employer.

Both parties recognize and agree that the Status quo on the use of the outside contractors may be maintained by the company.

ARTICLE 7: HOURS OF WORK

All provisions of the existing Collective agreement regarding hour of work will apply based on a 8 hour day , 40 hour work week unless specifically referenced in this “Letter of Understanding”

Section 1 (a): Hours of Work – Maintenance Technicians

1. The standard work week will consist of five (5) consecutive work days of eight (8) hours worked between the hours of 7:00 a.m. and 3:30 p.m. with a designated thirty (30) minute lunch period. There will be two schedules of either Monday to Friday or Tuesday to Saturday shifts.

The Employer is required to give fourteen (14) days notice to the Employees for change of work schedules or less when by mutual consent.

Start or stop times may be changed by mutual consent between the Parties.

Start and stop times of a shift must be at the same site.

2. **Call In Procedure**

When a Maintenance worker performs remote DDC access or work related discussions, a minimum of one and one-half (1 ½) hours straight time rate of pay shall be paid for each call. All DDC calls must be logged.

For all call in requiring the Maintenance worker to attend the site, the Maintenance worker will be paid a minimum of five (5) hours straight time call-in pay for each call-in.

Section 2 (a) – Overtime – Maintenance Technicians

1. **OVERTIME - VOLUNTARY** - The Parties are agreed that all overtime will be voluntary.
2. **HOURS BEFORE AND BEYOND REGULAR SHIFTS** – Providing the employee completes his regular shift, hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at double rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.

ARTICLE 9 (a) – STATUTORY HOLIDAYS FOR MAINTENANCE TECHNICIANS

In addition to the referenced Article 9 Statutory Holidays, the Maintenance Technicians will also receive Easter Monday and Boxing Day. If the Union can provide proof that these statutory holidays have been paid in the past the company agrees to continue the practice.

ARTICLE 10 (a) – SENIORITY - MAINTENANCE TECHNICIANS

The Employer will maintain a separate seniority list for the Maintenance Technicians.

ARTICLE 11(a) – LEAVES OF ABSENCE – MAINTENANCE TECHNICIANS

Sick Time:

Employee who are sick shall be entitled to use three (3) paid sick days at their discretion. If an employee requests they shall be entitled to draw on their vacation pay to be paid out in an amount equal to their normal hours for any additional sick days.

ARTICLE 13(a) – WAGES AND JOB RATE RULES – MAINTENANCE TECHNICIANS

Section 1(a): Wages

Basic rates of pay during the term of this Agreement shall be paid in accordance with Letter of Understanding #1, however an employee will not be prevented from receiving a higher rate of pay for their classification at the Company's sole discretion or by mutual agreement between the parties.

Section 2 (a): Benefits – Maintenance Technicians

Benefits during the term of this Agreement shall be in accordance with Appendix "B" and Letter of Understanding #1. It is understood and agreed that The Company is not itself obligated to provide benefits. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the Parties are bound by its terms.

1. Life Insurance and AD&D benefit level shall be two (2) times annual income. Life Insurance and AD & D. will not be provided to technicians after their 65th birthday. Associates who obtain the age of 65 will be given the option of converting their life insurance at their own cost.
2. Short Term Disability Benefits shall be provided at sixty percent (60%) of daily income for a period of fifteen (15) weeks. (1-4-15)
3. Long Term Disability Benefits shall be provided at 66.7% of the first \$2500.00 and 45% thereafter for a period of initial disability of 24 months. Elimination period is 30 weeks.
4. The existing Group RRSP will be maintained where the Company matches the employee contributions by 50% of employee contributions to a maximum Company contribution of 3 ½ % per year

ARTICLE 15(a) – MISCELLANEOUS – MAINTENANCE TECHNICIANS

Section 2(a): Uniforms – Maintenance Technicians

Uniforms are to be supplied by the Company. **4 shirts, 4 pairs of pants** per year, one jacket every 3 years. Damaged uniforms will also be replaced as needed. The Company will provide an annual safety boot allowance of **one hundred and forty dollars (\$140.00)** every two years.

Section 6(a): Use of Personal Vehicle – Maintenance Technicians

1. The Company will pay fifty two cents (\$.52) per kilometre.
2. The Company will reimburse for all parking costs when receipts are submitted.

Section 7(a): Education & Training – Maintenance Technicians

1. The purpose of this provision is to aid and encourage employees to supplement their education on their own time in order to assist them in maintaining and improving their working skills. This may be done through an approved program leading to a recognized degree or by individually approved courses.

2. When an approved course has been satisfactorily completed, If the Course is requested by the Company will refund to eligible employees 100% of the costs of tuition, registration, laboratory and other fees required by the institution, less Provincial or Federal taxes, if any are applicable.

If requested by the employee and agreed to by the company 50% of the costs of tuition, registration, laboratory and other fees required by the institution, less Provincial or Federal taxes, if any are applicable.

APPENDIX A – WAGE RATES AND ADJUSTMENTS – MAINTENANCE TECHNICIANS

<u>Classification</u>	<u>Aug 1/12</u>	<u>Aug 1/13</u>	<u>Aug 1/14</u>
Electrician	3.5% \$31.12	3% \$32.05	3% \$33.01
Leadhand	3.5% \$30.80	3% \$31.72	3% \$32.67
Maintenance Technician	\$27.37	3% \$28.19	3% \$29.04

Signed this _____ day of _____, 2012.

On Behalf of Compass Group Canada Ltd.

On Behalf of USW 2009

