

Collective Agreement

Between

**Compass Group Canada
(operating at The Bay Victoria Harbour View Café)**

Victoria, BC

and

United Food and Commercial Workers, Local 1518

Duration of Agreement: February 1, 2015 to January 31, 2018

Ratified by Member Vote: June 1, 2015

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MEMORANDUM OF AGREEMENT made this 1st day of JUNE 2015 .

BETWEEN: COMPASS GROUP CANADA, Victoria City Centre, #1 Bay Centre, 1150 Douglas Street, Victoria, BC

(hereinafter referred to as the “EMPLOYER”)

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, Chartered by the United Food and Commercial Workers International Union, C.L.C.

(hereinafter referred to as the “UNION”)

Article 1 - RECOGNITION

- 1.01 The Employer recognizes the Local 1518, UFCW, as the sole collective bargaining agency for the Associates of the Victoria Store covered by the terms of this Agreement. All new Associates, except for excluded personnel shall become members of UFCW Local 1518 as a condition of employment.
- 1.02 Representatives of the Union shall have reasonable access to the Associates for the lawful transaction of Union business at reasonable times and after notifying the Human Resources Manager and Sales Manager.
- 1.03 There shall be no discrimination against any Associate for lawful Union activity.
- 1.04 Negotiations for the revision of this Agreement shall, when possible, take place in the presence of a committee of three (3) Associates of the Employer nominated by the Union.

Article 2 - RESERVATION TO MANAGEMENT

- 2.01 The Union agrees that Management of the Compass Group Canada Food Services Operation has the right to plan, direct and control store operations. The right to hire and discipline, the direction of the working force, the discharge of Associates for just cause and those matters requiring judgment as to the competency and efficiency of Associates, are the sole right and function of the Employer. Promotions shall be entirely a matter for the Employer’s decision.

The parties agree that the foregoing enumeration of the rights of Management shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

The exercise of the foregoing rights shall in no way alter any of the provisions of this Agreement.

Article 3 (A) - DEFINITION OF ASSOCIATES

- 3A.01 The Employer reserves the right to schedule hours of store operations, Associate’s hours of work, rest periods, lunch periods and overtime work, subject to the provisions set out below.

- 3A.02 An Associate's schedule may be changed without notice in the event of absence of other Associates due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours notice of any change must be given when mutually agreed. It is understood that this clause does not apply to casual Associates.
- 3A.03 The basic workweek shall be thirty-seven and one-half (37½) hours, consisting of five (5) seven and one-half (7½) hour days. An Associate working such hours for three (3) calendar months shall hereinafter be defined as a Regular Full-time Associate.
- 3A.04 A Regular Part-time Associate is one who has been employed on a regular schedule for not less than twenty (20) hours per week for thirteen (13) consecutive weeks.
- 3A.05 Auxiliary Associates have a normal workweek consisting of up to twenty-seven (27) hours per week, except that such normal workweek may be exceeded by up to ten (10) consecutive weeks or where the Associate is relieving for sickness, accident, vacation or leaves of absence, including maternity and parental leave, or such scheduled hours, or during the Christmas period.
- 3A.06 Part-Time and Auxiliary Associates (any shift less than seven and one-half (7-1/2) hours) shall be paid on an hourly basis with a minimum pay equal to four (4) hours work on any one (1) day.

Article 3 (B) - HOURS OF WORK

3B.01 Meal Periods:

1. The meal period shall be one (1) hour for those employed seven (7) hours or more, or one-half (½) hour when it is in the best interest of customer service.
2. The meal period may be less than one (1) hour when working overtime. When required to work overtime in excess of one (1) hour, the Associate will be entitled to a meal allowance of six dollars and fifty cents (\$6.50).

3B.02 Sunday Work:

1. A regular Full-time Associate who is required to work on Sunday as part of their normal work week shall be paid for the hours worked by that Associate or for seven and one-half (7.5) hours, whichever is more. (This will not result in an Associate being reduced from Full-time.)
2. Sunday work is strictly voluntary and shall be offered according to seniority. Associates not volunteering for Sunday work shall maintain the right to claim hours of work according to their seniority.

If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided those employees have the ability to perform the work required.

3B.03 Rest Periods

Full-time Associates shall receive a minimum of fifteen (15) minutes rest from their duties before and after the meal period. A part-time Associate working four (4) hours but less than five (5) hours shall receive one (1) fifteen (15) minute rest period. All part-time Associates working a shift of five (5) hours or more shall receive either one (1) thirty (30) minute or two (2) fifteen (15) minute rest periods. All such rest periods shall be part of the scheduled work day with no loss of pay.

3B.04 The Employer agrees that time and one-half (1-1/2) shall be paid for all time worked in excess of seven and one-half (7-1/2) hours per day for regular Full-Time or regular Part-Time and eight (8) hours per day for Auxiliary Associates, five (5) days per week. Further the Employer agrees that it will pay time and one-half (1-1/2) for all time in excess of thirty-seven and one-half (37-1/2) per week for all regular Full-Time or regular Part-Time or forty (40) hours per week for Auxiliary Associates.

1. Overtime in excess of four (4) hours in any one (1) day shall be paid for at double time (2X).
2. Saturday shall be considered the last day of the week for the purpose of this clause.
4. Overtime will be by mutual consent and will be offered to the most senior associate on the shift in the area where overtime is to occur. Thereafter, it will be offered in decreasing order of seniority providing the Associate has sufficient skill, ability, suitability and availability.

3B.05 Night Work

The Employer agrees to a fair rotation of night work.

3B.06 Consecutive Days Off

Management will make every reasonable effort to schedule full-time and regular part-time Associates to provide two (2) consecutive days off each week, subject to operational requirements.

Article 4 - STATUTORY HOLIDAYS

4.01 Work on Statutory Holidays will be voluntary. All work performed on Statutory Holidays will be paid at the rate of time and one-half (1½) for those who qualify.

The following public holidays will be paid by the Employer at the regular rates of pay:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

*(Please see Letter of Understanding #3).

Any such other public holidays which may, from time to time, be proclaimed by the Government of Canada or the Government of the Province of British Columbia, provided other retail stores in the City of Victoria close on such a holiday.

4.02 All full-time Associates shall receive thirty-seven and one-half (37½) hours' pay at straight time rates and shall work four (4) days, thirty (30) hours in a week in which one (1) statutory holiday occurs, and shall work three (3) days, twenty-two and one-half (22½) hours in a week in which two (2) statutory holidays occur. It is understood that Sunday is the first (1st) day of the week for the purpose of this clause.

4.03 Stat Pay Calculation

Pay for Statutory holidays will be calculated as per BC Employment Standards. Guidelines below are for reference purposes only. Guidelines below are for reference purposes only. For detailed calculation, please refer to BC Employment Standards.

Eligibility

To be eligible for Statutory holiday pay an employee must:

- **Have been employed for 30 calendar days before the Statutory holiday and,**
- **Have worked or earned wages on 15 of the 30 days immediately before the Statutory holiday.**

Statutory holiday on a day off

When an employee is given off on a Statutory holiday, or it falls on a regular day off, an eligible employee is entitled to be paid an average day's pay.

Working on a Statutory holiday

An eligible employee who works on a Statutory holiday is entitled to be paid:

- **time-and-a-half for the first 12 hours worked and double time for any work over 12 hours; plus**
- **an average day's pay.**

Article 5 - ANNUAL VACATION

Entitlement

Vacations cannot be taken prior to being earned.

- 5.01 (a) Regular full-time Associates hired before February 1, 2008, who have the following records of continuous and completed service with the Employer shall be entitled each year to the following vacations with pay:
1. Three (3) months but less than twelve (12) months
- one (1) day for each month of employment, to a maximum of two (2) working weeks.
 2. One (1) year but less than four (4) years
- two (2) weeks.
 3. After four (4) years
- three (3) weeks commencing in the calendar year in which the fourth (4th) anniversary occurs.
 4. After ten (10) years
- four (4) weeks commencing in the calendar year in which the tenth (10th) anniversary occurs.
 5. After fifteen (15) years
- five (5) weeks commencing in the calendar year in which the fifteenth (15th) anniversary occurs.
 6. After twenty (20) years
- six (6) weeks commencing in the calendar year in which the twentieth (20th) anniversary occurs.

- (b) All full-time Associates hired on or after February 1, 2008 shall be entitled to vacation with pay based on length of full-time continuous service as follows:
1. Associates with less than one (1) year of full-time continuous service will receive one (1) day of vacation for every completed month of service to a maximum of ten (10) days.
 2. Associates with one (1) year or more of full-time continuous service shall receive two (2) weeks of vacation.
 3. Associates with four (4) years or more of full-time continuous service shall receive three (3) weeks of vacation.
 4. Associates with ten (10) years or more of full-time continuous service shall receive four (4) weeks of vacation.
 5. Associates with twenty (20) years or more of full-time continuous service shall receive five (5) weeks of vacation.
 6. In acknowledgement of twenty-five (25) years of service the Company will grant one (1) additional week of vacation for that year only.

5.02 Vacation Pay

- (a) All Associates with two (2) or fewer weeks of vacation entitlement shall receive vacation pay based on four percent (4%) of their previous year's base pay, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.
- (b) All Associates with three (3) weeks of vacation entitlement shall receive vacation pay based on five point seven-six-nine percent (5.769%) of their previous year's base pay, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.
- (c) All Associates with four (4) weeks of vacation entitlement shall receive vacation pay based on seven point six-nine-two percent (7.692%) of their previous year's base pay, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.
- (d) All Associates with five (5) weeks of vacation entitlement shall receive vacation pay based on nine point six-one-five percent (9.615%) of their previous year's base pay, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.
- (e) All Associates with six (6) weeks of vacation entitlement shall receive vacation pay based on eleven point five-three-eight percent (11.538%) of their previous year's base pay, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.

- 5.03 (a) Where an Associate has already received more vacation pay than that which would be payable under the above formula, the over-payment shall be deducted from his/her last pay. If an insufficient amount exists in the Associate's last pay, he/she shall be obligated to repay the overpayment.

- (b) When a regular Associate's service terminates and she/he has not had her/his annual vacation, the Employer shall pay the Associate, in addition to the other monies due her/him, the amount of vacation pay remaining in his accrual bank, in accordance with Article 5.02.

5.04 Regular part-time Associates will accumulate benefits on a proportionate basis.

Auxiliary Associates have the ability to schedule up to two (2) weeks vacation (unpaid) by seniority during the vacation period referenced in Article 6.04.

5.05 There shall be no carry-over of vacation from one calendar year to the next.

Article 6 - BENEFITS

6.01 It is agreed that the application of benefits relating to eligibility and entitlements relating to eligibility and entitlements with respect to: medical; extended medical-paramedical; vision; hospital; dental; life insurance; and AD&D shall be pursuant to Compass benefit plans and incorporated into the Collective Agreement.

It is understood that the benefit plans themselves are not part of the Collective Agreement, and are not themselves subject to grievance or arbitration.

6.02 Regular employees shall earn sick leave credits at the rate of one (1) day per month of employment to a maximum of six (6) days per year. Sick leave credits are not cumulative and will not be carried over to the following year.

6.03 Sick Leave

Any earned sick days which remain at the end of the year shall be paid out to employees at a rate of 50% of the value of the remaining days. Payments shall be made not later than January 31 of the following year.

6.04 All non-regular part-time Associates will receive vacation pay which shall not be less than four (4%) of their weekly gross earnings.

6.05 Annual vacations may be taken during the period 1st January to 31st October. The first three (3) weeks of an Associate's vacation entitlement shall be taken in an unbroken period between April 1st and October 31st unless otherwise mutually agreed to by Employer and Associate. The practice of taking that portion of an Associate's vacation which exceeds three (3) weeks in a period when business is least active is to be encouraged. No single vacation period shall exceed four (4) weeks unless mutually agreed to by Employer and Associate.

No Associate shall take less than one (1) week's vacation at any one time unless mutually agreed between the Company and the individual Associate.

6.06 When taking vacations after 1st May, Associates will be credited with service up to the 31st August for the purpose of calculation of vacation benefits.

6.07 When a statutory holiday falls during an Associate's paid vacation period, such Associate shall receive an additional day's pay or vacation in lieu thereof.

- 6.08 Any temporary lapse in employment due to illness, accident or other cause beyond the control of the Associate shall not affect the continuity of employment for vacation purposes.
- 6.09 Maternity and Paternity Leave to comply with government legislation.

Maternity Leave

1. An Associate, on her written request supported by a certificate of a medical practitioner stating that the Associate is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the Associate requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the Associate requests.
2. Regardless of the date of commencement of the leave of absence taken under Subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the Associate requests a shorter period.
3. A request for a shorter period under Subsection (2) must be given in writing to the Employer at least one (1) week before the date that the Associate indicates she intends to return to work and the Associate must furnish the Employer with a certificate of a medical practitioner stating that the Associate is able to resume work.
4. Where an Associate gives birth or the pregnancy is terminated before a request for leave is made under Subsection (1), the Employer shall, on the Associate's request and on receipt of a certificate of a medical practitioner stating that the Associate has given birth or the pregnancy was terminated on a specified date, grant the Associate leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the Associate requests, commencing on the specified date.
5. Where an Associate who has been granted leave of absence under this Section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Associate further leaves of absence from work, without pay, for a period specified in one (1) or more certificates but not exceeding a total of six (6) consecutive weeks.

Article 7 - LEAVE OF ABSENCE

- 7.01 Educational Leave: Associates with four (4) years or more of continuous service shall be entitled to an Educational Leave of Absence, for up to one (1) year without gain or loss of seniority as of the time the Associate leaves.

The following terms and conditions shall apply to such Leave:

- (a) Two (2) Associates at any one time shall be eligible for Education Leave.
- (b) Written application for the Leave shall be coordinated through the Human Resources Department. Notification of person applying for Leave shall be provided at least three (3) months in advance.
- (c) Such Leave will be granted on a one time only basis per Associate.
- (d) The Associate must be attending an accredited educational institution.

- (e) While on Leave, the Associate shall not take employment with any major Department Store competitor (violation of this provision may result in termination for cause).
- (f) It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.
- (g) The period of time off will not count towards time worked for vacation entitlement.
- (h) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- (i) During the period of such Leave, if an Associate has Group Life or Medical, they will be allowed to self-pay the full cost (employee and employer portion) of the benefit in advance, by monthly installments.

7.02 Jury Duty: In the event that an Associate is selected for Jury Duty, or as a witness subpoenaed by the Crown, or another similar government authority, a Leave of Absence will be granted and the Associate shall suffer no loss in compensation through carrying out his/her duty as a citizen.

If an Associate's service as a juror or a witness is not required for the entire day, he/she is expected to return to work for the remainder of the day. However, at no time shall the combined jury/witness duty and employment duties exceed seven point five (7.5) hours in a day. The Associate is also expected to report to work on any regularly scheduled working day when the Court is closed for a holiday not recognized by the Company.

This Policy applies to regular Associates, however, if auxiliary Associates are chosen for jury/witness duty, then the Policy may also apply to these persons if their regular hours cannot be rescheduled.

7.03 Bereavement Leave: In the event of the death in the immediate family, a regular full-time and regular part-time Associate will be entitled to a Leave of Absence, with pay, of up to five (5) days. Granting of Leave is for the purposes such as, making arrangements for and attending the funeral.

Immediate family shall include parent, child, spouse, brother, sister, or a person who served as a guardian, mother/father-in-law, grandparents, grandchildren, step-parents, step-children and foster-children. Common-law relationships will be recognized as above. An Associate may also request additional unpaid Leave. Such requests will not be unreasonably denied.

7.04 The granting of leaves of absence and the extension of vacation periods beyond the number of days established rests solely at the discretion of the Employer. However, should an Associate feel her/his request for leave of absence has not been fairly dealt with, the Union and the Employer shall meet to discuss the matter.

7.05 Requested Time Off (RTO): An Associate requesting time off shall not have their hours of work for the week reduced as a result of the request if the request is made at least three (3) weeks in advance of the RTO.

Article 8 - TERMINATION PAY

8.01 Termination Pay: Employees shall be paid compensation for length of service in accordance with the terms of the B.C. *Employment Standards Act*.

The Employer will advise employees subject to layoff as to then current vacancies in other Compass Group Canada operations. In the event that an employee is subsequently employed at another Compass group Canada operation, the employee shall retain their service seniority for purposes of benefits entitlements.

Further, the parties incorporate section 54 of the B.C. Labour Relations Code as a substantive term of the collective agreement.

8.02 The foregoing shall not apply when an Associate resigns or is discharged for cause.

Cause shall be conduct or any act of any Associate prejudicial or injurious to the Employer, his interests, his reputation or his operations.

Article 9 - PAYMENT FOR ABSENCES DUE TO SICKNESS OR ACCIDENT

9.01 When an Associate calls in sick, they will first attempt to reach their immediate Manager and will leave a message on their Manager’s voicemail if the Manager is not available. They will also specify their expected date of return if known.

Duty to Accommodate: The Company recognizes that it has a Duty to Accommodate in accordance with the provisions of the Human Rights Act of British Columbia.

Return from Long Term Disability or WCB Policy: Modified Work Programs:
The Company will make every effort to accommodate ill or injured Associates by providing modified work in order to assist them in their rehabilitation process. In every case, the Company will take into consideration the condition of the Associate when assigning the modified work. Modified work may take the form of modified duties and/or hours of work.

When an Associate is medically able to return to work as outlined above, it is the Company’s obligation to re-employ the individual in a job as follows:

<u>Length of Absence</u>	<u>Job Opportunity</u>
Returns from LTD/WCB in less than 1 yr.	Same position providing it still exists. Otherwise a comparable position should be found.
Returns from LTD/WCB after 1 year but less than 2 years	Comparable position.
Returns from LTD/WCB after 2 years	Any position.

In the event that the Company is unable to offer the Associate a job based on the above guidelines, the individual would receive a severance package in accordance with the established termination policy.

A doctor’s certificate will be required if absence is for more than five (5) days, and notification of absence shall always be made by the Associate within one (1) hour of the time she/he would have normally reported to work. The Company will pay the Associate’s treating doctor for completion of the requested doctor’s certificate.

Article 10 - UNIFORMS

- 10.01 Associates required to wear uniforms or special articles of wearing apparel by the Employer, shall have them supplied, laundered and kept in repair without cost to the Associate.
- 10.02 The Employer agrees, at the request of the Union, to re-examine any area that does not have smocks or uniforms supplied as standard wearing apparel.
- 10.03 Where clothing becomes soiled, or damaged at work by some extraordinary circumstances beyond the control of the Associate, the Employer will be responsible for the cleaning, repair or replacement of the item.
- 10.04 The Employer agrees to pay Receivers, Receiver Helpers and Stock Handlers up to seventy-five dollars (\$75.00) per year toward the purchase of safety footwear or other footwear as is deemed appropriate by Workers' Compensation Board regulations on submission of a receipt. Reimbursement is based on purchasing the safety footwear in an HBC location.

Kitchen – if required Employer would provide allowance.

10.05 Uniform Allowance

The Employer will provide employees with a clothing allowance equivalent to \$0.25/shift which will be paid out biweekly.

Article 11 - GRIEVANCE PROCEDURE

- 11.01 1. Any grievance arising from a disagreement, complaint or misunderstanding concerning the interpretation, operation or alleged violation of this Agreement shall be dealt with promptly within three (3) clear days after written notification by either party to the other of the existence and nature of such a dispute, complaint or grievance.
2. Grievances involving the dismissal or layoff of an Associate shall be submitted to the Employer within ten (10) working days from the date of dismissal or layoff, or be waived by the aggrieved party, provided a copy of such notice of dismissal or layoff has been forwarded to the Union office at the date of giving such notice to the Associate concerned.
3. It is agreed that in all discussions concerning grievances, a Union Representative may accompany the members of the Union Grievance Committee in their meetings with the Employer and may call upon any Associate to accompany them in their meeting with the Employer.
4. The Union's Representative and the Employer's Representative shall agree on a satisfactory date for a meeting thereon. This meeting must be held within five (5) days after such notice is given.
5. If the two (2) parties to the dispute are unable to reach a satisfactory settlement within five (5) days after meeting, it is agreed that either party may submit the matter in dispute to a Board of Arbitration.
- 11.02 1. The Arbitration Board shall consist of a nominee of the Employer and a nominee of the Union, and a third (3rd) member who shall act as Chairman shall be elected by the other two (2) nominees within five (5) days of the date that the Union Representative and the Representatives of the Employer have declared their inability to adjust the grievance.

2. Should the Representative of the Union and the Representative of the Employer fail to agree upon the selection of a Chairman, the Labour Relations Board of British Columbia shall be requested to name a third (3rd) member who shall act as Chairperson of the Board.
 3. After the Board of Arbitration has been chosen by the foregoing procedure, this Board shall meet and hear evidence on both sides and render a decision within fifteen (15) days after they have concluded their hearing, said decision to be final and binding upon all parties to the dispute.
 4. In the event of a dismissal which the Board of Arbitration determines was unjust, the Board shall order the reinstatement of the Associate and shall award him back pay to the date of dismissal.
 5. The expenses of the Chairman shall be borne equally by the Employer and the Union.
 6. The parties may, by mutual consent, submit the matter in dispute to a single Arbitrator, selected from named individuals.
- 11.03 (a) When an Associate receives discipline from the Company, defined as “any written record of a verbal warning, written warning, record of suspension and/or termination” such record of discipline will remain on the Associate’s record subject to the provisions of paragraph (b).
- (b) Provided that the Associate receives no similar discipline whatsoever for a period of two (2) years, any discipline notation in the Associate’s record will be removed.

Article 12 - SCHEDULE OF RATES

- 12.01 (a) The new wage rates applicable under the Collective Agreement are attached hereto as Appendix A. No Associate’s existing wage rate will be reduced as a result of the implementation of this new compensation system. The rates in Appendix A are minimum rates only. The Company may, at its sole discretion, pay an Associate above the specified rates.
- (b) Associates commence work at the start rate for their classification and move to the 650-hour rate after having worked in the classification for that period.

Article 13 - MINIMUM INCREASES WITHIN RANGES

- 13.01 The Employer agrees that each regular full-time Associate shall receive increases from date of employment, as shown on Schedule “A”, according to their classification, until the maximum of the range is reached, and each part-time Associate shall receive an increase after working the hourly equivalent of each step in the scale, until the maximum is reached.

If promoted to a new category, Associates shall start at a higher rate nearest to present salary and the date of next increase shall be calculated from date of promotion.

Article 14 - SENIORITY

- 14.01 1. The Employer recognizes an Associate’s length of continuous service in scheduling layoffs and recalls.
2. Seniority of an Associate shall be lost if his/her employment deemed terminated if he/she does not perform work for the Company for a period of six (6) months in the case of layoff.

14.02 Preference in Hours of Work:

1. The Employer recognizes the length of continuous service of an Associate in scheduling hours of work. Management reserves the right to determine the total hours available and the length and times of shifts. Preference in hours of work will be given to senior Associates provided they are available and have the ability to perform the work.

Available hours of work shall be maximized in accordance with seniority, ability and availability on a daily basis.

In the event of a reduction in the number of hours available within an employment category, the junior Associates will have their hours of work reduced first.

2. Seniority rights will be exercised within the following employment categories:
 - (a) Full-time Regular
Associates who have worked thirty-seven and one-half (37½) hours per week for three (3) calendar months.
 - (b) Part-time Regular
Associates who have worked not less than twenty (20) hours per week for thirteen (13) consecutive weeks and continue to work on this basis.
 - (c) Auxiliary Associate
Associates who do not work in a designated full-time position and on average whose normal workweek shall consist of up to twenty-seven (27) hours per week

3. Posting and Scheduling

- (a) All job vacancies will be posted on the Associates' bulletin board in the Associates' lunchroom and Human Resources office. Copy of all job postings to be given to Shop Steward.
- (b) Associates are to notify in writing the Human Resources Manager and Sales Manager when on vacation or long-term sick leave that they would be interested in a job if posted. There is no guarantee on how long the position will be held open.

4. Extra Shift Availability: In the event an extra shift is available, the Company shall first call in all Associates in the classification in order of seniority, provided such Associates have signed a form indicating their availability for extra shifts in the classification. If no Associates in the classification are available, the Company shall contact Associates in other classifications in order of their seniority provided:

- i) such Associates have signed a form indicating their availability to work extra shifts in other classifications;
- ii) they are qualified to do the work;
- iii) providing that the extra shift does not result in overtime or five (5) or more consecutive days of work.

Associates who decline three (3) extra shifts over a three (3) month period shall be removed from the list for the next three (3) months.

5. If an Associate is not available to work all hours and shifts, she/he or she shall sign a “restricted” form. The Associates who sign such a form will forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves.
6. If an Associate fails to work all hours scheduled (except in unusual circumstances) they shall be considered to have “restricted” themselves.
7. Associates who have restricted themselves may lift this restriction twice per year (March 1st and September 1st). The Employer will post a bulletin on the bulletin boards fourteen (14) days prior to the above dates informing Associates of their rights. The Employer shall also post a seniority list, by category, for each of the departments or departmental groupings set out in Subsection 3 above.
8. Any monetary adjustment arising from a violation of the above clause shall not be paid retroactively for a period greater than two (2) weeks prior to the date a written grievance was received by the Employer.

14.03 Probation Period

New employees will be on probation for one hundred and twenty (120) days. The Employer, at its discretion, may discharge any probationary employee within the above time limit.

At the completion of the probationary period, the employee shall be placed on the seniority list, with the seniority dating back to his/her original date of hire.

Article 15 - HEALTH & SAFETY

- 15.01 Safety: Associates and the Employer are to comply with established safety rules. Associates will not be expected to operate with unsafe equipment or under unsafe working conditions. Associates are expected to report any unsafe equipment. The Union and the Employer undertake to promote safety education among their members in an effort to overcome accidents.
- 15.02 The Employer agrees to maintain a Health & Safety Committee. The Committee shall function in accordance with Workers’ Compensation Board and Health and Safety Regulations.
- 15.03 The Company will provide gloves.
- 15.04 Injury at Work: Associates injured at work will be paid for the remainder of their scheduled shift.

Article 16 - GENERAL

- 16.01 No Associate shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or working conditions during the life of this Agreement, contrary to the terms of the Agreement set out herein.
- 16.02 Associate privileges at present in effect but which are not specifically mentioned in the Agreement and are not contrary to the purpose and intent of the Agreement shall continue in full force and effect.
- 16.03 Upon request, the Employer shall inform the Union in writing of Associates dismissed and give reason for dismissal.

- 16.04 If an interview with an Associate is planned, with the intent that the result be a corrective interview, both the Employer and the Associate will have the right to ask for a witness to be present during such interview. Said witnesses shall be there solely as observers. It is understood that this provision does not apply to appraisal interviews.
- The Union bulletin board will be maintained in the Associates' lunchroom. A portable one may be used at Associates' entrance before or after store opening on days that the Union wants to announce meetings.
- 16.05 Provision will be made for the posting of Union notices on the Associates' bulletin boards.
- 16.06 A copy of this Agreement shall be posted on the Associates' bulletin board. Copies will also be supplied to all Associates upon request.
- 16.07 Contributions to charity are strictly voluntary.
- 16.08 There shall be no strikes, slowdowns, walkouts or stoppages of work on the part of the Associate, and there shall be no lockouts of Associates by the Employer during the life of the Agreement.
- 16.09 (a) Schedules of hours to be posted by Wednesday noon for following week.
- (b) All shift changes that take place after posting - Managers must inform Associates.
- 16.10 Work Schedules shall be posted two (2) weeks in advance and changes to work schedules after posting may only be made if mutually agreed upon by the Associate and Employer, or subject to operational requirements. Associates shall be paid four (4) hours' pay at their regular rate of pay in the event of any shift cancellation that occurs with less than twenty-four (24) hours' notice. Associates shall be permitted to switch shifts where hours are equal if authorized by the Employer.
- 16.11 The Employer agrees to forward to the Union on or before January 10, April 10, June 10 and September 10 of each year a list containing names and addresses and Department number to which assigned, of Associates, either Auxiliary, Regular Part-Time or Full-Time hired during the previous three (3) months.

Article 17 - STATEMENT TO NEW ASSOCIATES

- 17.01 The Employer shall present all new Associates on their first day of orientation with a copy of the following statement. This statement will be a separate document from other paperwork given to a new Associate.

“TO THE ASSOCIATE”

Compass Group Canada hereby advises you of the existence of a collective bargaining agreement between Compass Group Canada, Victoria Downtown Store, and the United Food & Commercial Workers Union, Local 1518. Copies of the agreement are posted on the Associates' bulletin board.

Please be assured that you have complete freedom of action regarding Union membership.

Article 18 - UNION BUSINESS AND UNION LEAVE

- 18.01 The Union will elect or select Shop Stewards from time to time to oversee working conditions in the workplace and implementation of the Collective Bargaining Agreement.
- 18.02 Union Leave: Upon ten (10) working days notice to the Company, Associates who have been elected or appointed to attend Union functions shall be granted Leave of Absence for this purpose. One (1) Associate

per fifty (50) Union members or part thereof will be granted leave, plus Shop Stewards who are not to be included in; the one to fifty (1:50) ratio. No more than two (2) Union members (excluding Stewards) shall be granted this leave without permission of the Human Resources Department.

The aggregate of this leave (the above) shall not exceed twelve (12) weeks per calendar year. It is agreed that such Leaves of Absence will not be granted during the months of November and December, except in the case of Executive Board Members who will be granted leave.

Compass Canada will pay the member(s) who attend Union business all wages and benefits as though they would have been working at **Compass Canada**. The Union will reimburse **Compass Canada** for wages and benefits of member(s) who were on Union Leave.

Upon at least ten (10) days notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) Associate on the following basis:

Up to three (3) months' Leave of Absence without review and a further three (3) months by mutual agreement.

Article 19 - PICKET LINES

- 19.01 The Employer agrees that it will not force members to report to work behind a Trade Union's legal picket line at any of the Employer's stores within the certified bargaining unit. For the purposes of this Agreement, a "legal picket line" is one which results from a legal strike or lockout pursuant to the Labour Code of British Columbia.
- 19.02 The Employer will not discipline or discriminate against an Associate who refuses to report to work while a legal picket line exists at her/his place of work.
- 19.03 Associates claiming the protection of paragraphs 19.01 and 19.02 above cannot claim entitlement to any earnings lost in consequence of pay adjustments made by the Employer when an Associate refuses to cross a picket line.

Article 20 - MEMBERSHIP

- 20.01 All Associates covered by this Agreement who, on March 1st, 1975, are members in good standing of the Union in accordance with its Constitution and Bylaws, and all Associates who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing.
- 20.02 The Employer agrees to deduct from the wages of each Associate, upon proper authorization from the Associate affected, such union dues and initiation fees as may be authorized by regular and proper votes of the membership of the Union, and to forward such monies monthly, together with a list of Associates and the total amount of deductions for each, to the Secretary Treasurer of the Union not later than ten (10) days after the end of each month for which collected.
- 20.03 All Union dues deducted by the Employer shall be shown on the Associate's T4 slip.

Article 21 - LIFE OF AGREEMENT

- 21.01 This Agreement shall be for the period from and including **February 1, 2015**, to and including

January 31, 2018, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **January 31, 2018**, or a subsequent anniversary date thereafter to:

1. terminate this Agreement, in writing, effective **January 31, 2018**, or any subsequent anniversary thereof;
2. require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

21.02 Should either party give notice pursuant to (2) above, 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 Associate for whom collective bargaining is being conducted, or alter any other terms of condition of employment until:

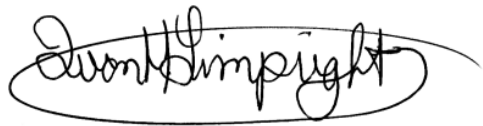
1. The Union upon commencement of lawful strike in compliance with Section 81 of the Labour Code of British Columbia, or
2. The Employer upon commencement of lawful lockout in compliance with Section 82 of the Labour Code of British Columbia.

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

DATED THIS _____ day of _____, _____.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
COMPASS GROUP CANADA



Ivan Limpricht, President

APPENDIX A

WAGE SCHEDULE – Food Services, General

Sign on Bonus

Employees of record as at the date of ratification (June 1, 2015) will receive the following one-time lump sum payment less required deductions:

Full Time - \$50.00

Part Time - \$25.00

FOOD SERVICES GENERAL	Current Rate	June 1, 2015 2% increase	February 1, 2016 2% increase	February 1, 2017 2% increase
Entry Level	\$11.44	\$11.67	\$11.90	\$12.14
After 650 hours	\$11.96	\$12.20	\$12.44	\$12.69
After 1300 hours	\$12.48	\$12.73	\$12.98	\$13.24

Premium: First-Aid Level II: \$0.40 per hour.

Employees who at date of ratification are receiving rates of pay which are beyond current collective agreement rates shall also receive the same percent increases as above.

Current Rate	June 1, 2015 2% increase	February 1, 2016 2% increase	February 1, 2017 2% increase
\$14.61	\$14.90	\$15.20	\$15.50
\$14.85	\$15.15	\$15.45	\$15.76

APPENDIX B

BENEFITS SUMMARY



COMPASS GROUP CANADA

Benefit Summary

Division: The Bay Victoria City Centre

Eligibility

Hours 25 hours per week
Months of Service 1ST of the month following 6 months of full time service

Drug Cards Yes
Travel Cards No

Comments
Cost Share Health & Dental – cost share (65%ER / 35% EE)
Life insurance, AD&D 100% Company Paid
BC MSP - cost share (50%ER / 50% EE)

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

<input type="checkbox"/> Benefit Formula	<input type="checkbox"/> \$25,000
<input type="checkbox"/> Termination	<input type="checkbox"/> Age 65 or earlier retirement

EXTENDED HEALTH BENEFIT

1. DRUG BENEFIT

Drug Card

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Deductible	Dispensing Fee less \$6.00
d) Per Individual Maximum	\$2,000 per calendar year
e) Benefit Maximum Age	99
f) Dependent Age	21
g) Student Age	26
h) Includes: Diaphragms, I.U.D.'s; \$500/individual per lifetime for prescription anti smoking agents; \$2,400/ individual per lifetime for fertility; lancets	Covered

2. MAJOR MEDICAL BENEFIT

Applicable		Ontario residents)
a) Annual Deductible		N/A (except for chiropractic services for Ontario residents)
b) Co-payment		90%
c) Schedule of Benefits		**Requires Physician Referral**
**Psychologist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$1,000 per calendar year
Chiropractor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year (Ontario residents pay first \$450)
**Naturopath	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Nutritionist/Dietician	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$400 per calendar year
**Speech Therapist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Physiotherapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Osteopaths	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Massage Therapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Private Duty Nursing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No	covered
Medical Supplies	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No	covered
Ambulance Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No	\$500 every 5 years
**Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per year
Orthopedic shoes Custom made	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35 in provinces where eye exams are not covered

d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 years
e) Benefit Maximum Age (Termination)		Age 99
f) Dependent Age		21
g) Student Age		26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		\$100,000

3. VISION BENEFIT

a) Glasses Maximum		\$200/every 24 months
b) Contact Lenses Coverage		Included
c) Laser Surgery Benefit		Included
d) Vision co-insurance		100%
e) Benefit Maximum Age		Age 99
f) Dependent Age		21
g) Student Age		26

4. HOSPITALIZATION BENEFIT

a) Semi Private Accommodation		Covered
b) Hospitalization Coinsurance		100%
c) Convalescent Hospital		Semi Private Coverage
d) Benefit Maximum Age		Age 99
e) Dependent Age		21
f) Student Age		26

5. DENTAL BENEFIT

a) Annual Dental Single Deductible		N/A
b) Annual Dental Family Deductible		N/A
c) Recall Frequency: <u>6</u> months		Yes
d) Fee Guide Year		Current
e) Fee Guide Based on province of employee residence		Yes
f) Level 1: Basic Restorative; Coinsurance percentage		90%
g) Level 2: Periodontics & Endodontics; Coinsurance percentage		90%
h) Annual Maximum; Level 1 & 2 Combined		unlimited
i) Survivor Benefit		2 years
j) Benefit Maximum Age		Age 99
k) Dependent Age		21

l) Student Age	26
m) TMJ Lifetime Maximum	\$1,000

This Benefit Summary is prepared as information only and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits plan are described in the Policy/Plan Documents held by Compass Group. In the event of a discrepancy between this Benefit Summary and the Policy/Plan Documents, the terms of the Policy/Plan Documents will prevail.

LETTER OF UNDERSTANDING #1

(Re: Harassment Policy)

It is understood that the Employer shall post in a conspicuous place in the Associates' lounge or Human Resource Office, the Compass Group Canada Harassment Policy.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #2

(Re: Sick Leave)

All employees employed prior to October 15, 2012 will continue to earn sick leave credits at the rate of one (1) day per month of employment to a maximum of 10 days per year.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #3

Re: Statutory Holidays

It is understand and agreed that employees employed as at the date of ratification of this Collective Agreement (June 1, 2015) shall be entitled to Boxing Day as a statutory holiday.

SIGNED THIS 1st DAY OF June, 2015.

LETTER OF UNDERSTANDING #4

Re: Benefits

It is understood and agreed that employees employed prior to October 15, 2012 who have previously been eligible for benefits entitlements shall retain their eligibility in the event that they are regularly scheduled to work at least twenty (20) hours per week.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #5

(Re: Termination Pay)

All employees employed prior to October 15, 2012 shall be paid a termination allowance as follows:

- (a) After employment from six (6) months but less than two (2) years: two (2) weeks' pay;
- (b) After employment from two (2) years but less than four (4) years: three (3) weeks' pay;
- (c) After employment from four (4) years but less than five (5) years: four (4) weeks' pay;
- (c) After employment from five (5) years but less than fifteen (15) years: five (5) weeks' pay;
- (d) After employment of fifteen (15) years or more: two (2) weeks pay for each completed year of service.

It is understood and agreed that the termination allowance provided for in this Letter of Understanding is in lieu of any requirement of the B.C. *Employment Standards Act*.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #6

(Re: Meal Allowance)

It is understood and agreed that the current practice whereby employees are entitled to receive fifty percent (50%) meal discounts is herein incorporated into the Collective Agreement.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #7

(Re: Joint Labour Management (JLM) Committee Meetings)

The Employer and the Union agree to hold joint Union Management meetings at least once per quarter, initially with Union representation present. The purpose of these meetings is to promote a harmonious relationship between Management and Associates. All discussions and agreements during JLM meetings are to be considered without prejudice and have no precedent setting value, Active grievances and contract interpretations shall not be discussed at JLM meetings. Worker representation on the JLM Committee shall be equal or better to the number of management representatives. Worker representatives shall be elected or selected by Union members.

The Union Committee shall be paid for at their regular rate of pay for time spent at meetings provided payment is made for a maximum of one (1) employee and meetings are limited to a maximum of two (2) hours during normal working hours.

SIGNED THIS 10th DAY OF OCTOBER, 2012.

SIGNED THIS 1st DAY OF JUNE, 2015.

LETTER OF UNDERSTANDING #8

The parties agree to correct the drafting errors in the Collective Agreement to reflect the terms October 10, 2012 settlement (Ratification October 15, 2012).

This includes, but is not limited to, making employees of record at the date of ratification of this settlement whole with respect to the application of Boxing Day as a statutory holiday on December 26, 2012, 2013, and 2014. For clarity, the employer will calculate and pay any amounts owing with respect to these days for employees who were employed at October 15, 2012.

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