

COLLECTIVE AGREEMENT

between

SELECT SERVICES PARTNER

(A member of Compass Group Canada)

Victoria International Airport

Sidney, British Columbia

(Hereinafter referred to as "Employer")

PARTY OF THE FIRST PART

and

UNITE HERE, LOCAL 40

(Hereinafter referred to as "Union")

PARTY OF THE SECOND PART

February 1, 2007 – June 14th, 2010

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Article 1 - Purpose

- 1.01 (a) This Agreement shall be in effect from **February 1st, 2007 until midnight June 14th, 2010** inclusive, and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement, or immediately preceding the 1ST day of February in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until-
- (i) the Union goes on strike or
 - (ii) the Employer shall lock out its employees, or
 - (iii) the parties shall conclude a renewal or revision of this Agreement to enter into a new Collective Agreement,
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (c) Notice to commence collective bargaining must be in written form and must either be delivered by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.
- 1.02 It is mutually agreed that the operation of Sub-section 2 and 3 of Section 50 of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.
- 1.03 (a) The purpose of the Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 12 of this Agreement, to prevent strikes, lockouts, waste, unnecessary expense, and avoidable delays in carrying out the most efficient and effective means of operations of the Employer's business and to enhance living standards and working conditions of the employees, and improve the effectiveness and efficiency of the services provided by the Employer to its clientele and its Client.

Article 2 - Recognition

- 2.01 (a) The Employer authorizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Labour Relations Board of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board or authorized by the parties. The Employer agrees not to bargain with any other labour organization for such employees specified in this Agreement during the term of this Agreement.
- (b) For the purpose of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the authorized bargaining agent in (a) above.
- 2.02 The union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.
- 2.03 An employee covered by this agreement will not be required to cross picket lines which are declared to be legal by the Labour Relations Board.
- 2.04 It is authorized that the President of the Union or his/her authorized representative shall have the right, at reasonable times, to interview employees in respect to union affairs or in respect to the investigation or processing of any grievance. However, the Union authorizes that the action of the President or his/her authorized representative shall not cause any disturbance or interruption of the services rendered by employees. When visiting the premises of the Employer for Union affairs, the President or his/her authorized representative shall first report his/her presence to the Manager of the Employer's operations, or in the absence of the Manager to the person in charge, on the occasion of each visit.

Article 3 – Union Security

- 3.01 All present employees must maintain membership in the Union as a condition of continued employment.
- 3.02 All new employees must become members of the Union before completing fourteen (14) days of employment and they must maintain Union membership in good standing as a condition of continued employment.
- 3.03 All employees, when hired, shall be required to sign a form, which authorized the deduction of union dues on a monthly basis and the deduction of initiation fees, wherever applicable for new employees.
- 3.04 It is understood that the Union shall be responsible to supply the Employer with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.

3.05 The Employer agrees to deduct the initiation fee, Union dues, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, on or before the tenth day of the month following the month in which the monies are deducted.

All violations of the above Clause 3.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

3.06 For new employees, the deduction of Union dues and initiation fees will commence with the first pay period in the calendar month after the date of employment.

3.07 Work customarily performed by the employees in the bargaining unit shall not be done by 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.

3.08 Members of the International Union but not members of Local 40, before being permitted work in the establishments within the scope of this Agreement, shall not be permitted to work until they have deposited the International Traveling Card at the office of the Local Union, unless such approval is granted by the Local Union.

3.09 No employees shall be compelled to, or allowed to, enter into any individual contract or agreement with his Employer, varying the conditions of this Collective Agreement.

3.10 The Employer will, within ten (10) days of the request of the Union, furnish to the Union a list of its present employees, with their names, addresses and telephone numbers, who are within the scope of this Agreement.

3.11

(a) The Union is entitled to appoint to elect from among the employees two (2) Union Stewards, who are employed in and represent employees in the bargaining unit. The duties of the Union Steward shall be to assist in to reporting and resolution of all grievances within their own departments.

(b) The Employer agrees to recognize duly appointed or elected Union Stewards provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

(c) The Union Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
 - (e) The necessary time which is spent by the Union Steward during their regular working hours in reporting or resolving grievances or attending meetings with the Employer during their regular working hours shall be considered to be time worked. No other time spent by any employee on any Union business shall be paid for or be eligible for any premium pay, unless approved in writing by the Employer.
 - (f) Under no circumstances shall a Union Steward take any action or issue any instruction, which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
 - (g) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or other proceeding under this Collective Agreement.
- 3.12 Union Bulletin Board: The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting, and a copy of the notice must be provided to the Manager before the posting of same.
- 3.13 Union – Management Meetings: The parties to this Agreement agree to retain a joint Management-Union Committee, which can meet to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, employee-employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations.

It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code

Article 4 – Hours of Work

- 4.01 (a) No employee shall be scheduled for a greater number of hours or days than,
- (i) Eight (8) hours in any one (1) day;
 - (ii) Five (5) days in any work week;
 - (iii) Forty (40) hours in any five (5) day period except in the case of emergency.
- (b) Hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at one and one half (1 1/2) times the employee's regular rate of pay.

- (c) An employee will not be scheduled to work more than five (5) days in a workweek. Time and one half will be paid for all work performed on an employee's sixth and seventh consecutive day of work.

The provision for time and one half (1/2) on the sixth and seventh consecutive days of work will not apply if the employee agrees voluntarily to a shift change that causes a sixth or seventh day to be worked. Such agreement from an employee shall be in writing and a copy given to the shop steward.

4.02 Overtime

- (a) **The Employer reserves the right to schedule overtime work and will give reasonable consideration to personal reasons from individual employees for inability to work overtime, provided the appropriate rate is paid in accordance with 4.01(b)**

- i. **The overtime hours will be offered to the most senior employee within the classification and department;**
- ii. **If the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their seniority;**
- iii. **If no employee within the classification and department is willing to work the overtime hours, the employer shall have the right to assign the most junior employees to work. Refusal may constitute grounds for dismissal.**

- (b) **Overtime worked by an employee may be banked. Banking of overtime will be at the sole option of the employee, and may be withdrawn by the employee in whole or in part at a value of two (2) times their pro-rate rates of pay. In the even an employee wishes time off, such time will be by mutual agreement.**

A maximum of 120 hours may be accrued as banked hours and may be withdrawn by an employee in whole or in part at their regular rate of time of withdrawal. In the even an employee also wishes time off, such time will be by mutual agreement and subject to the operating needs of the business. Banked hours may not be withdrawn during a pay period in which a disciplinary suspension occurs.

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

4.04

- (a) The Employer shall post the work schedule on Wednesday preceding each work schedule, and once posted it will not be change without giving the employee at least forty-eight (48) hours personal notice prior to commencement of their next shift. However, such notice will not be required if a change is necessary due to an emergency. Personal notice shall include phone calls made to the employee's last recorded address on the records of the Employer. Such above notices will not be required is a change is necessary due to an emergency.
- (b) Is it understood and agreed that any employee who must absent him or herself for a valid reason from a scheduled shift will provide the Employer notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absence, or otherwise subject to shift changes.
- (c) An employee who reports for work at their regular starting time without receiving the required notice of change shall be paid at their regular rate of pay for no less than the hours of work originally schedules. If they do not work and are paid, then said hours shall and do constitute work done and paid for, for all provisions of the Collective Agreement.
- (d) Employees will not be required to commence working a new shift until at least ten (10) hours have elapsed since ending their previous shift.

All hours worked within the ten (10) hour period above will be paid at one and one half times (1 ½) the regular hourly rate of pay with a minimum payment to the employee of three (3) hours pay at the regular hourly wage. This does not apply to employees who requested shift changes.

- (e) Management will assign shifts and hours in order of seniority within the classification where the work is required to be done.

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

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

- (f) Employees may use their seniority within their classification in bidding for and receiving shifts as offered by the Employer in block form, provided the employee advised the Employer forty eight (48) hours prior to the schedule being posted.
- (g) While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, the Employer must first schedule the maximum number of eight (8) hour shifts. Should a planned reduction in scheduled shifts and/or hours be required within a classification, the most senior employee will be offered and assigned such scheduled shifts.

4.05 Work schedules:

- a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - employee's name
 - classification
 - days off
 - starting and finishing times
- b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is responsibility of every scheduled employee to check the posted work schedule for changes.
- c) In the event that the Employer changes the schedule of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

4.06 Changes in work schedules:

- a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned shift, the Employer may give notice of less than forty-eight (48) hours, when changing the work schedules.
- c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

Employees who are schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shifts of the new schedule.

4.07 Wherever possible, employees shall receive two (2) consecutive days off in each seven (7) consecutive days.

4.08 Assignment of shifts by seniority:

- (a) Within classifications and by schedule, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines longer shifts in favour of available shorter shifts, then the longer shifts shall again be offered on a seniority basis;

- (b) The employer must offer and assign all available forty (40) hours shifts to the employees with the most seniority within the classification, before implementing shifts of lesser hours;
- (c) If a more senior employee declines the forty (40) hour shifts in favour of available shorter shifts, then the forty (40) hour shifts shall again be reassigned on a seniority basis, within the classification;
- (d) Where an employee's shifts are scheduled for less than eight (8) hours per day, the shifts cannot be extended unless by consent of the employee concerned.

4.09 Rest Periods and Meal Breaks

Rest periods shall not exceed 15 minutes in duration and will be scheduled based upon the demands prevalent on the day. Similarly, meal breaks shall be so determined with the understanding that the provisions of the Employment Standards Act, be followed in any event (see chart - following page).

All employees are entitled to rest periods and meal breaks in accordance with the following schedule.

Scheduled Shift	Paid	15 min rest period	1/2 Hr Unpaid Meal Break	15 min rest period
4 Hours	4	X		
5 Hours	5	X		
6 Hours	5 ½	X	X	
7 Hours	6 ½	X	X	X
8 Hours	7 ½	X	X	X

4.10 Employee meals:

Employees are allowed an amount of food and/or drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction for each shift worked. A list of excluded food and drink items will be posted on the bulletin board. Employees, who do not wish to avail themselves of such food and drink, shall notify the Manager in writing. There is no obligation to consume such subsidized food and drink, and, no payroll deduction shall be made in such circumstances.

The cost of such food and/or drink shall be, including GST, one dollar and thirty cents (\$1.30) per shift from the Date of Ratification until August 31st, 2005 inclusive, then it shall increase by fifteen cents (\$0.15) thereafter.

Article 5 – Management Rights

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge for proper cause, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of employees;
- (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number and location of offices and facilities, services to be performed and methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- (e) Management agrees that in the exercise of these rights, it will observe the provisions of this Agreement.
- (f) Nothing except this Collective Agreement shall, in any manner, precludes the Employer from managing the business.

Article 6 – Annual Vacation

6.01 The vacation year is the fiscal year of the Employer (approx. Sept. 1 to Aug. 31).

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

(i)	Less than three (3) years of service	4.0%
(ii)	Three (3) to nine (9) years of service	6.0%
(iii)	Ten (10) to nineteen (19) years of service	8.0%
(iv)	Twenty (20) or more years of service	10.0%

(b) Upon request in writing by an employee, the Employer agrees to make arrangements to have the employee's vacation pay deposited directly into a separate bank account at no cost to the employee.

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

(i)	Less than three (3) years of service:	Two weeks
(ii)	Three (3) to nine (9) years of service:	Three weeks
(iii)	Ten (10) to nineteen (19) years of service:	Four weeks
(iv)	Twenty (20) years or more:	Five Weeks

An employee who has completed less than twelve (12) months of service as of September 30th may take one (1) day vacation for each calendar month worked from the commencement of service to a maximum of ten (10) working days.

- (d) Vacation pay will be identified separately from regular pay on the cheque stub.

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

Vacation pay shall be paid earlier if requested by the employee.

- 6.02 Annual vacation dates shall be granted, on the basis of seniority by classification, provided that the scheduling of vacations does not in any way restrict the Employer in their normal operations. For vacation scheduling purposes, the total length of continuous employment at the operation will be taken into consideration. Only those applications for vacation which are received on or before March 1st for the coming vacation year will be given preference according to seniority.
- 6.03 Should any statutory holiday occur during an employee's vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs.
- 6.04 Annual vacation entitlement will be determined by the employee's total years of service with the Employer and the employee shall be granted holidays according to the established seniority.
- 6.05 (a) Vacation schedules will be placed on the bulletin board no later than February 1st. After March 1st those employees who have not been able to exercise seniority rights for vacation purposes can put in a request for vacation time. The approved and assigned vacation schedule will be posted by March 15th.
- (b) Vacation requests received on or before March 1st which cannot be granted in whole or in part, will be discussed with the employee(s) affected and will be resolved by Management by April 1st.
- (c) Selection of vacation time shall be by seniority in the Classification, subject to (a) and (b) above.
- (d) Employees may split their vacation time into separate weeks.
- (e) Vacations may be taken any time during any month of the fiscal year (approx. Sept. 1 to Aug.31) subject to the above.

Article 7 - Statutory Holidays

- 7.01 A Statutory Holiday is a legal holiday for which employees who qualify are entitled to a day off with pay. Employees who qualify and work on a Statutory Holiday are entitled to premium pay and another working day off with pay. These holidays are:

New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and **Boxing Day**.

7.02 Eligibility

To be entitled to a paid day off on a Statutory Holiday, or to premium pay for working on a Statutory Holiday, you must have been employed for at least 30 calendar days. Vacation day's count as days employed when determining entitlement to Statutory Holidays, and vacation pay counts as wages earned when calculating the amount of the Statutory Holiday pay.

7.03 Amount of Pay

An eligible employee with a regular schedule of hours who has worked at least 12 of the 30 calendar days prior to a Statutory Holiday is entitled to a regular day's pay for the holiday. An eligible employee, who has worked irregular hours on at least 15 of the 30 days prior to a Statutory Holiday, is entitled to an average day's pay, divided by the total wages earned in the 30 day period (excluding overtime) by the number of days worked.

An eligible employee who has worked fewer than 15 of the 30 days prior to the Statutory Holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30 day period (excluding overtime) by 15.

7.04 Working on a Statutory Holiday

An eligible employee who works on a Statutory Holiday must be paid time and a half (1 ½) for the first 11 hours and double (2) time after 11 hours worked. The employee must also be given an alternate day off with pay. The pay for this day off is based on the employee's schedule of hours as shown above. The employee may credit the wages for the alternate day off to his/her time bank, if the Employer has one.

The Employer must schedule the alternate day off:

- Before the employee's annual vacation
- Before the date the employment terminates
- Within six (6) months of the Holiday if the wages were credited to a time bank, whichever is earlier.

7.05 Statutory Holiday on a Day Off.

Where a Statutory Holiday lands on a non-working or vacation day for an eligible employee, the employee must be given an alternate day off with pay. This day must be scheduled and paid as outlined above. The paid Statutory Holiday is not considered to be a vacation day.

7.06 Non Eligible Employees

An employee who is not eligible for the Statutory Holiday may be paid as if were a regular work day, and is not entitled to an alternate day off.

7.07 Subject to the operating needs of the business, employees shall be entitled to either Christmas Day or New Years Day off, according to seniority.

Article 8 - Seniority Date and Service Date

- 8.01 (a) Each new regular and casual employee will be considered on probation and will not be placed on a seniority list until he/she has completed ninety (90) calendar days.
- (b) During the probationary period specified in this agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.
- 8.02 (a) Service Date will be calculated from the date on which an employee commences work with the Employer.
- (b) Seniority Date will be calculated from the date on which an employee commences work within their current classification.
- 8.03 (a) An employee shall cease to be an employee of the Employer if he/she:
- (i) voluntarily quits;
 - (ii) is discharged and not reinstated through the Grievance Procedure;
 - (iii) is absent from work for one (1) day without a valid reason;
 - (iv) is laid off for more than eight (8) months with less than five (5) years seniority or ten (10) months with five (5) or more years seniority;
 - (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with Article 8.05 (e).
 - (vi) overstays an authorized leave of absence without a valid reason, and such cessation as an employee of the Employer shall be effective on the date of the commencement of the Leave of Absence
 - (vii) uses a leave of absence in excess of three (3) months, except as allowed for in Law;
 - (viii) for theft of product, cash or property. Theft is the removal, transfer to others, or the concealment of any of the above from the ownership and or control of the Employer or any other owner of the aforementioned, without written authorization. For example, product can not be removed from the areas controlled by the Employer.
- (b) An employee normally scheduled for less than twenty (20) hours each week, shall be deemed to have been discharged for just cause if he/she is unavailable for or declines more than two (2) call-ins during two (2) consecutive months without a reason acceptable to the employer. An acceptable reason shall include an explanation that a "call-in" conflicts with the employee's other known and agreed to previously accepted job or school or is a result of illness or injury, provided that an employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer. An acceptable reason shall also include the non availability of public transport, and, inability to obtain child care.

8.04 Seniority List:

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

- 8.05** (a) When a shortage of work occurs which necessitates a reduction in hours and/or lay-off, the employee with the least classification seniority shall be the first to be reduced in hours and/or laid off.

It is understood that:

- (i) an employee who is laid off may be demoted to a lower classification;
- (ii) an employee who is laid off may exercise his/her seniority and displace an employee in a classification, only provided he/she has worked in and is deemed qualified in that classification;
- (iii) an employee who is transferred to another job under the provisions of (i) or (ii) shall be paid the rate applicable to the job to which he/she is transferred;
- (iv) an employee who is offered or asks to be considered for work any of the locations covered by this agreement, shall, upon transfer following their date of lay off, retain their Service Date for purposes of vacation entitlement and severance, but not the Seniority date for the classification position within that location.

- (b) Employees who wish to restrict their availability for hours of work or work schedules will not be protected by their seniority, for recall and/or for continuation of employment, as per Article 8.03 a (v).
- (c) In the event of a lay-off, the order of lay-off within the affected classification shall be as follows: Probationary employees, Regular employees.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or courier.
- (f) It is the responsibility of the employee to confirm within 48 hours (excluding a Saturday, Sunday or Statutory Holiday) the receipt of such recall notice, and to confirm not only the receipt of such notice recall, but also to confirm that they have accepted such recall. Any employee failing to confirm the aforementioned receipt.

Any employee failing to confirm the aforementioned receipt and acceptance of the notice of recall, shall be considered to have resigned without notice.

8.06 For the purposes of lay-off or recall, seniority will apply so long as the Employer, applying seniority, is always able to maintain a working force of employees who have the necessary skills and ability to do the work required.

8.07 When recalling employees to work after lay-off, they shall be recalled in inverse order to that which they were laid off, subject to the employees having the necessary skills and ability to do the work required.

8.08

- (a) In the event of a lay-off of staff within a unite, which is expected to be permanent, the affected employee(s) who have completed a period of employment of at least six (6) consecutive months, will be notified not less than fourteen (14) calendar days in advance of any resultant lay-off, or receive pay in lieu thereof, or a combination of same. Upon completion of one (1) year of service, an employee will receive two (2) weeks notice or pay in lieu thereof. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional week's notice, or pay in lieu thereof, and for each subsequent completed year of service an additional week's notice, or pay in lieu thereof, to a maximum of eight (8) weeks notice, or pay in lieu thereof, or a combination of same.
- (b) It is understood that the requirement of giving prior notice to the employees shall not apply in the event there is a lay-off which results from an Act of God or a breakdown of operations or a strike or labour dispute, or for any reason beyond the control of the Employer.

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

Article 9 – Leave of Absence

9.01 (a) An employee with twelve (12) months or more of continuous Employer service may request a Leave of Absence. The request, in writing, to the appropriate Manager, shall identify the date on which the leave will start; the date the employee will resume work, and the reasons for the leave, the calendar days before the leave is to commence and the employee and the union office shall be advised of the Employer's decision in writing. The granting of a Leave of Absence remains within the discretion of the Employer. The Leave of Absence shall be without pay and does not constitute a break in seniority or Employer service, subject to Article 8.03 (a) (vi) and (vii).

(b) Leaves of Absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves

(c) The granting of a Leave of Absence will not be unreasonably withheld.

9.02 (a) The Employer may grant a Leave of Absence without pay to a maximum one (1) employee in the location who is elected to attend Union convention to participate in negotiations involving the Employer, and for other Union business. The Employer agrees to co-operate with the Union to grant such Leaves of Absence,

(b) Before an employee receives the Leave of Absence set forth in (a) above the Employer shall receive fourteen (14) days notice in writing prior to the date on which the Leave of Absence is to commence.

(c) The Leave of Absence granted under this Article will not constitute a break in seniority and the employee shall have the option of maintaining contributions towards the various benefit plans. Subject to the terms and conditions each plan.

9.03 The Employer shall grant, in writing, a leave of absence without pay to employees who are appointed or elected to Union office for a period up to and including five (5) years. The employee who obtains this Leave of Absence shall return to his/her employment within sixty (60) calendar days after the completion of his/her employment with the Union.

9.04 Employees whose Leaves of Absence for illness, maternity/paternity or work-related injury exceed one (1) year (or less, as may be contained in Law), are required to present the Employer with written notice of their expected date of return to work

9.05 Maternity & Parental Leave:

All employees will be afforded all benefits of Maternity and Paternal Leave in accordance with Employment Standards Legislation.

9.06 Bereavement Leave:

Common law relationships, as recognized under Federal Law and/or the Union Benefits Eligibility Rules, will be recognized in the provisions of this Article

(a) Paid Leave

An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work, shall receive up to three (3) days pay for such time lost. Immediate family means spouse, child, parent, parent-in-law, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. The above benefit shall not be implemented during vacation, sick leave, accident leave or leave of absence.

(b) Notwithstanding (a) above, special consideration will be given for additional leave to those who have to leave the province/Canada.

- 9.07** An employee returning from an approved leave such as; sick leave, Union leave, maternity leave, bereavement leave or leave due to a work related injury will return to the same job if it exists, or in the even that it does not, to a job similar in work content and the average number of house per pay period they would have received had they not been on a leave of absence, provided a job exists which they are capable of undertaking, and, they have the necessary seniority to retain such position. The provisions of the Employment Standards Act shall be in force in any event. Where deemed advisable, a Doctor's certification may be required to determine the type of work the employee is able to perform.

ARTICLE 10 - GENERAL

- 10.01** Where the context allows it, words denoting the feminine shall include the masculine.
- 10.02** No person shall knowingly sell or serve liquor or alcoholic beverages at any licensed premises to any person who is under the legal age. No employee can be instructed by any other individual, irrespective of their position, to serve such persons. No employee shall accept any direct order from any Manager that would violate this Article and provincial Law. The Employer shall save harmless any employee from any discipline resulting in any such refusal.
- 10.03 (a)** Uniforms: All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employee while on duty, shall be supplied by the Employer free of cost to the employees. This does not include the normal and accepted industry service apparel of black bottoms and while tops. In the event that an employee deems it necessary to wear a sweater to work, it shall be suitable and an appropriate colour.

- (b) **Laundry allowance:** Employees are required to launder and maintain such uniforms and/or special articles of wearing apparel and will be compensated for this by the employer by payment of sixty-five (\$0.65) per shift working, to be paid as a part of each employee's regular paycheque. The employer reserves the right to cancel this arrangement, and to assume responsibility for laundry and maintenance of such uniforms at anytime.

10.04 It is authorized that employee may be required to submit to medical examinations. Any such examinations which are required, after the commencement of employment, in order to comply with local health regulations, or with regulations of the Employer or of the Employer's client, or with the requirements of the Employer's insurance carrier, shall be carried out by a medical practitioner designated and paid by the Employer. The employee shall have the right to obtain a copy of any medical report relating to such examinations. Employees shall not lose any wages as a result of having to attend for a medical examination arranged by the Employer during their scheduled working hours, and shall not be paid for time spent attending for such examinations which may be arranged outside their scheduled working hours.

10.05 Employees injured while working in the unit shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

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

10.07 **Injury at work:**

Employees injured while working in the unit shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

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

Article 11 - Wages and Job Rate Rules

11.01 Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A" however, an employee will not be prevented from receiving a higher rate of pay for their classification.

11.02 When an employee performs the duties of a higher paid classification in the shift, the employee shall be paid the scale of wages for the higher paid classification for such hours, however, if the duties of a higher paid classification are performed for more than one-half (1/2) the total hours in the shift, the employee shall be paid the higher rate for all hours worked.

11.03 New classifications:

The Employer agrees to notify the Union of any new permanent classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the certified bargaining unit. The Employer further agrees to meet with the Union and negotiate rates of pay for any such new classifications which fall within the scope of this Agreement. The new classification will be considered temporary for a period of not less than twenty one (21) worked days, during which time the Employer will determine the rate of pay, if the parties have not yet agreed upon said rate of pay.

If the Employer and the Union agree upon the new rate of pay, it shall be applied retroactively to the date of the Classification and rate except as otherwise mutually agreed.

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 grievance procedure as set out in Article 12 of this Agreement.

It is specifically agreed that no Arbitrator shall have the authority to alter, add to, change or modify the existing classifications or wage rates, but they shall have the authority, subject to the provisions of this agreement, to determine whether or not the new permanent classification or wage rate has been set properly within the framework of the Employer's established classification and rate scales.

11.04 Job postings:

- (a) When a vacancy occurs, for any present or new classification covered by this Agreement, a notice of the vacancy shall be posted for a period of five (5) days. Such notice will include the initial shifts. Employees may apply in writing to fill the vacancy. Any employee selected by the Employer will be given a trial period in accordance with Article 11.05(b). This provision does not apply to temporary positions.
- (b) The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) work days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

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

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of this agreement or concerning discipline or discharge of an employee which may be alleged to be unjust shall be considered a grievance.

12.02 Notice of any grievance or dispute must be given to the Employer in writing within ten (10) calendar days of occurrence. The agreed procedure for adjusting all grievances or disputes shall be as follows:

- Step 1: The grievance shall be discussed between the employee(s) and the Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or, in the Shop Steward's absence, by another member of the Union). The granting of such request will not be unreasonably withheld.
- Step 2: In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievances with the Manager and District Manager concerned.
- Step 3: If an agreement is not reached under the provisions of Step 2, the Union will, within ten (10) calendar days from the discussion in Step 2, notify the Employer's Labour Relations representative in Head Office in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Employer and the Union. In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to an Arbitrator

Step 4: If an agreement is not reached under the provision of Step 3, upon mutual agreement between the Union and the Employer and at any time prior to the appointment of an Arbitrator, another party may be requested to confer with the Union and the Employer to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) calendar days of appointment, the selected party will make recommendations for settlement of the difference which will not be binding upon either the Union or the Employer or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Employer.

12.03 Fifteen (15) calendar days shall be allowed for the parties to agree upon an Arbitrator. In the event of failure of the parties agreeing on an Arbitrator, the Minister of Labour shall be asked to appoint one. Within fifteen (15) calendar days of the appointment, the Arbitrator shall commence the hearing and render a decision within fourteen (14) days thereafter. Matters to be placed before the Arbitration Board must be submitted in writing by both parties. Each party to the dispute will bear half the expense of the Arbitrator. The finding and decision of the Arbitrator shall be binding and enforceable on all parties.

12.04 The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement, but it is specifically agreed that no Arbitrator shall have the authority to alter, modify, add to, or amend this Agreement or render any decision inconsistent with the specific provisions of this Agreement.

12.05 The time limits as provided herein may be extended by mutual agreement.

Article 13 - Definitions

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

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

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

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 Employer on a continuing basis.

Service Date is the date of hire with the Employer

Seniority Date is calculated from the first date on which you commenced work in your current employment classification.

Service Related Pay and Benefits seniority shall be calculated based upon Service in Full Time Equivalent Years.

Classification Seniority Related Entitlements shall be based upon Seniority in Full time Equivalent Years.

Article 14 - Pyramiding and Duplication

14.01 There shall be no duplication of any payment or benefit or entitlement, nor any pyramiding of same, as a result of any article contained in this Collective Agreement

Article 15 - Insurance and Health Care Plans

The employer has put forward a new and improved health and welfare plan, and as a proposal will pay the benefits retroactively to January 31st, 2007.

Employer to pay 100% of the plan. See attached for plan details.

15.01 Each employee shall earn ½ a day per month to a maximum of five (5) days per year. Employees will be eligible to use sick leave based on their accumulation at the time of illness. Sick leave days may be accumulated from year to year to a maximum of eight (8) days.

Article 16 - Jury Duty

In acknowledging a civic responsibility, the Employer agrees to continue the regularly schedule straight time pay of employees who are selected for active jury duty. The entitlement to pay shall be for those scheduled hours for that person, and specifically does not apply to any and all hours which the employee would not be scheduled for work, including shut downs, reductions in the work force, lay offs, overtime and premium pay of any type, and pay for which the employee would not be entitled under this agreement.

Any and all per diem allocations from the Courts for such duty shall be returned to the Employer as they are received.

Article 17 - Personal File Access

17.01 (a) An employee shall be entitled to review their own File upon presentation of a written request to the Unit Manager. The Manager shall make timely arrangements for the employee to have access to their file. The employee may, if they so wish, be accompanied at that time by a Union representative. The Manager or their representative shall be present during that time.

No employee or other person shall remove alter tamper or otherwise interfere with the file or its contents. Any issue arising therefrom shall be discussed with the employee and/or the Union.

(b) Removal of Formal Disciplinary Action from Employee's File:

Formal disciplinary action taken by the employer will be removed from an employee's personnel file after eighteen (18) months from the date of origin provided there has not been any further incident of a disciplinary nature. Should any such incident occur then all documents shall remain on file for eighteen (18) months from the date of the more recent incident.

Discipline relating to harassment, theft, breach of trust or acts of violence will remain on the employee's personnel file.


DATED THIS 2nd DAY OF November, 2007

SIGNED ON BEHALF OF:

Select Service Partner
(A division of Compass Group Canada)
at Victoria International Airport
Sidney, British Columbia

UNITE HERE, Local 40





Appendix A

Wage Rates and Adjustments

Airside Café				
Classification	Current	June 15th, 2007 2%	June 15th, 2008 3%	June 15th, 2009 3%
Bartender	9.50	9.69	9.98	10.28
Barista	9.50	9.69	9.98	10.28
Deli	9.50	9.69	9.98	10.28
Tim Horton's				
Production	12.00	12.24	12.61	12.99
Front Clerk	9.50	9.69	9.98	10.28
Capitol Brew				
Barista	9.50	9.69	9.98	10.28

White Spot			
	Current	June 15th, 2008 3%	June 15th, 2009 3%
Grill Cook	13.75	14.16	14.59
Fry Cook	12.00	12.36	12.74
Prep Cook	11.00	11.33	11.67
Dishwasher	9.50	9.79	10.08
Host	10.00	10.30	10.61
Server	9.75	10.04	10.33
Bartender	12.00	12.36	12.74

- ◆ Employees who are appointed to work as lead hand shall be paid for each hour so assigned an additional \$1.50 per hour.
- ◆ Employees who are receiving, on the date of ratification, a rate above the ratification rate shown above, shall carry that differential forward which shall be in addition to the job rates shown above.
- ◆ Associates upon hire will enter a probationary period of 90 days. The starting wage will be 90% of the classification rate or \$8.35, whichever is greater. At the conclusion of the 90 day probationary period, they will receive the full wage rate.

LETTER OF UNDERSTANDING #1

It is understood that in exchange for a laundry allowance the Employer, Employees and the Union have agreed that the Employer will provide parking for all Select Service Partner employees at the Victoria International Airport free of charge.

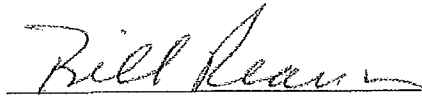
SIGNED ON BEHALF OF:

Select Service Partner
(A division of Compass Group Canada)
at Victoria International Airport
Sidney, British Columbia



Kew Mabwere

Hotel, Restaurant & Culinary
Employees & Bartenders Union
Local 40



DATED THIS 10 DAY OF June, 2004

LETTER OF UNDERSTANDING #2

Between

UNITE HERE, LOCAL 40

And

SELECT SERVICE PARTNER

(VICTORIA INTERNATIONAL AIRPORT)

STAFFING - Airline Emergencies

When Airline emergencies require services beyond an employee's scheduled shift, employees will be required to work and overtime rates will be applicable for all hours worked during the extended period.

The Employer will take into consideration an individual's personal circumstances for refusing such overtime.

DATED THIS 2nd DAY OF November, 2007

SIGNED ON BEHALF OF:

Select Service Partner
(A division of Compass Group Canada)
at Victoria International Airport
Sidney, British Columbia



UNITE HERE, Local 40



LETTER OF UNDERSTANDING #3

Between

UNITE HERE, LOCAL 40

And

SELECT SERVICE PARTNER

(VICTORIA INTERNATIONAL AIRPORT)

Re: New White Spot at Victoria International Airport

Below are the established wage rates for each classification for the new White Spot location:

The rates are as follows:

Classification	Wage Rate
Grill Cook	13.75
Fry Cook	12.00
Prep Cook	11.00
Dishwasher	9.50
Host	10.00
Server	9.75
Bartender	12.00

The above rates will be receiving increases effective one year later. The wage increases are identified in Appendix A Wage Rates and Adjustments.

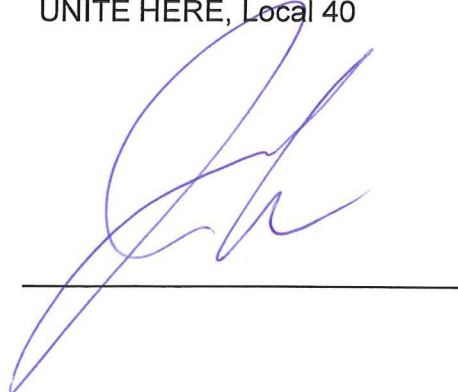
DATED THIS 2nd DAY OF November, 2007

SIGNED ON BEHALF OF:

Select Service Partner
(A division of Compass Group Canada)
at Victoria International Airport
Sidney, British Columbia



UNITE HERE, Local 40



COMPASS GROUP CANADA

Sun Life Group Policy No. 22390

Claim Secure Group Policy No. 2368

Benefit Summary

Division: Victoria International Airport

Unit Number:

Benefit Code:

Eligibility:

Hours: 25/week
Months of Service: 1st month following 3 months of full time service. New employees hired after the date of ratification.

Drug Cards: Yes

Travel Cards: Yes

Cost Share: Life, AD&D, STD 100% Company paid
Health and Dental Company paid
LTD 100% Employer paid effective date of ratification

Sun Life Group Policy

1. BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

• Benefit Formula	• \$25,000.00
• Termination	• retirement

2. SHORT TERM DISABILITY

• Benefit Formula	• 60% of weekly earnings
• Weekly Maximum	• EI maximum
• Benefits Payable	• 1 st day accident; 1 st day hospital; 4 th day sickness
• Benefit Period	• 15 weeks
• Termination	• Age 65 or earlier retirement

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	\$10,000 lifetime
Medical Prosthesis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Medical Supplies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Ambulance Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 every 5 years
Orthopedic shoes Custom made	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per year
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35 in provinces where eye exams are not covered
e) Benefit Maximum Age (Termination)		2 years
f) Dependent Age		Age 99
g) Student Age		21
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		26
3. VISION BENEFIT		\$75,000.00

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

Emergency Out of Country Coverage	<ul style="list-style-type: none"> • 30 day plan • terminates at age 70 or earlier retirement
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6. 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) Level 3: Major Restorative; Coinsurance percentage	50%
i) Annual Maximum; Level 1 & 2 Combined	unlimited
j) Annual Maximum; Level 3	\$750 Single per calendar year \$1,500 Family per calendar year
k) Level 4: Orthodontics; Coinsurance Percentage	50%
l) Lifetime Maximum; Level 4	\$1,500
m) Age Maximum for Orthodontic Coverage	19
n) Survivor Benefit	2 years
o) Benefit Maximum Age	Age 99
p) Dependent Age	21
q) Student Age	26
r) TMJ Lifetime Maximum	\$1,000



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NOV - 9 2007
BY: _____

President/Administrator
Jim Pearson

Financial
Secretary-Treasurer
Shelly Ervin

Vice-President
Jim Bock

Affiliated to:
UNITE HERE!

Canadian Labour
Congress

BC Federation
of Labour

November 6, 2007

Compass Group Canada Ltd.
100 – 3700 North Fraser Way
Burnaby, BC V5J 5H4

Attention: Mr. Mike McDevitt, Director of Labour Relations

Dear Sirs/Mesdames:

Re: Victoria International Airport Collective Agreement

Please find enclosed an original copy of the above-referenced collective agreement for your records.

Yours truly,

Chantel Wellman
Secretary
UNITE HERE, Local 40

:CW

Encl.

UNITE HERE! Local 40
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