

COLLECTIVE AGREEMENT

BETWEEN

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

(Hereinafter referred to as “The Company”)

AND:

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

(Hereinafter referred to as “Union”)

Vancouver Coastal Health Authority

December 5, 2013– December 4, 2019

Errors & Omissions Excepted
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ARTICLE 1: PREAMBLE

Section 1: Mission Statement

The Company and the Union are committed to working together to deliver high quality laundry and housekeeping services to the citizens of British Columbia and to the creation of employment opportunities for Union members in British Columbia.

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

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

- A well-trained, highly motivated workforce committed to the satisfaction of The Company clients, their patients/residents and the families of those patients/residents
- The integration of people, technology and operating systems
- A participative environment with shared goals and a recognition of contributions to results
- A cooperative and mutually supportive workplace founded on trust, dignity, respect, fairness and honesty
- Open and effective communication
- Provision of adequate resources for our people to succeed
- Shared decision-making in areas mutually agreed upon by the parties
- A strong union and a strong management acknowledging and respecting each other's interests and responsibilities
- Operations consistent with The Company's "balanced scorecard" and its goals
- Management is committed to ensuring all workers are treated with dignity and respect.

The Company and the Union are committed work continually and creatively to enhance and expand our common goals.

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all of it's employees (excluding Management) employed to provide contract services to the **Vancouver Coastal Health Authority and Providence Health Society (excluding Brock Farhni Pavillion)**, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available. *It is understood that there may be one working manager / supervisor at a location.*

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1

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

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

Section 2

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

Section 3

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

ARTICLE 4: UNION SECURITY

Section 1: Union Shop

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

Section 2: Maintenance of Membership

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

Section 3: Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 2 and 3 of the Article, no employee shall be subject to discharge except for refusal to pay union dues. If an employee fails to pay union dues within seven days after The Company and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by The Company. In such circumstances the Union agrees to hold

The Company harmless and to indemnify The Company for an against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

Section 4: Union Membership

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

Section 5: No Discrimination for Union Activity

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

Section 6: Bulletin Boards

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

Section 7: Check-off

Process and Procedures

- a) **The Company shall deduct form the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.**
- b) **The Union will give reasonable notice to the Company of any changed in Union dues, fees or other amounts which the Company is required to deduct. All changed will coincide with the beginning of the Company's next pay period.**

- c) **No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to the Union at their designated current mailing address.**
- d) **The monthly remittance shall be accompanied by a completed USW R115 FORM (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.**
- e) **A duplicate R115 Form and employee deduction statements as in (d) above shall be forwarded by facsimile to:**
 - i) **United Steelworkers, Local Union 2009**
Attention: Financial Secretary at fax number 604-513-1851, and
 - ii) **United Steelworkers Servicing Staff Office**
Attention: Staff Rep at fax number – 604-513-1851
- f) **The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).**
- g) **The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.**

Section 8: Recognition and Rights of Stewards

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

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- (ii) **Supervision** of ballot boxes and other related functions during votes; and
- (iii) **attending** meetings at the request of The Company or joint Union/Management Committees.

- (iv) **The Company will provide fifteen (15) minutes paid time for the Unit President or designate to orientate any new employee and provide them with a copy of their collective agreement.**

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

Section 9: Access to Operation

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

ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION

Section 1 Labour/Management Consultation Committee

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

Section 2: Joint problem solving

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). It is agreed that if the parties are unable to come to a mutual agreement to resolve the concern or issue, then both parties have the right to refer the concern or issue to a third party to assist in resolving the concern or issue. Both parties agree that the third party will have the full authority to provide a bidding resolution.

The Union, may, subsequent to the ratification of this Agreement by the bargaining unit, and on behalf of the bargaining unit, agree to amendments to this Agreement as may be mutually agreed as between the Union and the Company.

ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 1:

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

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

- (a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to effected, and

- (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

Section 2

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

ARTICLE 7: HOURS OF WORK

Section 1: Hours of Work

The Company does not guarantee hours of work to any employee and reserves the right to schedule work, including overtime work, and will give reasonable consideration to personal reasons from individual employees for inability to work overtime.

It is agreed that no shifts shall be scheduled less than four hours in duration. The minimum pay for a day shall be four (4) hours pay, where no work commences the scheduled employee shall be entitled to two (2) hours pay. In the event that the Employer intends to make significant changes in any hours of work or work days, it shall provide the Union and the individuals affected by the changes, a minimum of sixty (60) working days' notice. The notice requirement may be reduced by mutual agreement of the parties, and the Union shall not unreasonably withhold its agreement.

Section 2: Overtime

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

The regular hours of work for employees shall be seven & one-half (7 1/2) hours per day and thirty seven and one half (37 1/2) hours per week. Employees on regular hours of work will receive their rate and one-half for any hours worked over seven & one-half (7 1/2) hours per day and thirty seven & one-half (37 1/2) hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day. For employees with a regular scheduled shift they shall receive overtime for all hours worked on their scheduled rest days regardless of how many hours they have worked in the week. There shall be no duplication or pyramiding of overtime payment nor shall

overtime hours paid for under this Article be used in computing the thirty seven & one-half (37 1/2) hours per week.

Overtime shall be so determined with the understanding that the provisions of the *Employment Standards Act*, be followed in any event.

Section 3: Shift Premium

Employees are entitled to a shift premium of **seventy (\$.70) cents per hour** for all hours worked on the night shift.

Section 4: Rest Periods and Meal Breaks

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

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

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

ARTICLE 8: ANNUAL VACATION

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

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

Start date to 5 years	four (4)% vacation pay	two (2) weeks entitlement
(6) six to (9) nine years	six (6)% vacation pay	three (3) weeks entitlement
(10) ten years to 15 (fifteen) years	eight (8)% vacation pay	four (4) weeks entitlement
(16) sixteen years and more	ten (10)% vacation pay	five (5) weeks entitlement

Part time, casual or relief employees will be granted vacation time and vacation pay pro-rated to their length of service in accordance with the above sections.

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.

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

It is further agreed that the company shall produce a vacation and sick day usage and entitlement report, no less than once per quarter per year. A complete copy shall be provided to the Union and the Union committee. The Company shall also make available

to each individual a report showing their own Vacation and Sick day usage and remaining entitlement upon request by the individual.

ARTICLE 9: STATUTORY HOLIDAYS

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

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

Entitlement

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

- (a) worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday, or
- (b) worked under an averaging agreement under this collective agreement at any time within that 30 calendar day period.
- (c) all approved Paid Leave of Absence will be considered time worked for the purposes of calculating statutory holiday pay, if the LOA is within 30 days prior to the Statutory holiday

Statutory holiday pay

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

amount paid ÷ days worked

where

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

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

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

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

- (a) 1 1/2 times the employee's regular wage for the time worked up to 12 hours,
- (b) double the employee's regular wage for any time worked over 12 hours, and
- (c) an average day's pay, as determined using the above mentioned formula.

ARTICLE 10: SENIORITY

Section 1: Service Seniority Definition

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

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

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

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

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

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

Section 2: Operational Seniority

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

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

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

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

Section 3: Probationary Period

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

For the duration of their probationary period, probationary employees shall be paid at a wage rate which is ninety percent (90%) of the applicable rate of pay in Appendix A.

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

Section 4: Shift Assignment and Job Posting

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

All job postings will include the following; date of posting, hours of work, days of the week, start and stop time of shifts and job duties.

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

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

When a position becomes available at a site, the position must be posted within the Unit for a minimum seven (7) days. Posting will be awarded based on "operational seniority" subject to the person being capable of performing the job. . If a position is required to be filled on a temporary basis and it is known that the position will be vacant of a minimum of 30 days, the temporary position will be posted and awarded based on "Operational Unit Seniority" and the ability to do the job.

Postings for Project/QRT positions and Lead Hand positions will be awarded based on qualifications, efficiency, and "operational seniority" with each factor accorded equal weighting.

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

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

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

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

Section 5: Training

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

Section 6: Lay-Off

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

In the event that an employee is laid off, the employee may either: exercise his/her Seniority rights to displace the most junior employee on the shift were the reductions in the workforce are required, the individual who is laid off will have the right to exercise their seniority to any shift where their seniority will allow them to bump. This process will continue until all the necessary reductions have been completed. The employee must have the required qualifications to enable them to exercise their bumping rights or accept a lay-off until his/her regular job becomes available.

Section 7: Retention During Lay-Off (The Recall Period)

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

Section 8: Service Seniority Lists

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

It is agreed that upon request of the Union, the Operational Seniority list will be supplied by The Company setting out the names of the employees who have completed their probationary period for the purposes of Operational Seniority. However, such request

shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

Section 9: Loss of Seniority

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

- (iii) voluntarily leaves the employ of The Company;
- (iv) is discharged by The Company;
- (v) is laid off and is not recalled to employment within the recall period;
- (vi) fails to return to work upon expiration of an authorized leave of absence;
- (vii) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (viii) is absent without leave, or
- (ix) accepts a severance package.

Section 10: Recall

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

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

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

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

Sections 11: Transfer Rights

Employees subject to layoff shall, during their recall period, and in the order of their The Company's Service Seniority, have the right to transfer into a vacant position in classification for which they are qualified at another Operational Unit subject to the prior recall rights of employees at that Operational Unit.

Employees who transfer between Operational Units pursuant to the above paragraph shall maintain their The Company's Service Seniority for the purposes of wage, benefits, and vacation entitlements within the job classifications to which the employees are transferred. For greater certainty, Operational Unit Seniority shall apply in any event of Service Seniority for all other purposes including, but not limited to: the scheduling of

vacations, statutory holidays and shifts: overtime, layoff and recall within the job classification and the Operational Unit to which the employee transferred.

Section 12: Preferential Hiring

The parties agree that The Company employees subject to a collective agreement between The Company and the Union shall be preferred for hiring, without the transfer or seniority or other rights accrued at their original contract location(s) at other The Company contract locations at which the Union has a collective agreement with The Company subject to the pre-existing seniority and other rights if The Company employees at such other contract locations.

It is further agreed that existing members of the Union will have hiring preference over applicants that are not already Union members.

For greater certainty, it is understood and agreed that the hiring of an employee is not and shall not be, understood as a transfer of that employee.

Section 13: Termination

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

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

ARTICLE 11: LEAVES OF ABSENCE

General

All leaves required by legislation shall apply.

Section 1: Injury and Illness

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

Where the employer believes there is a pattern or excessive use of sick days, when requested by the employer, the employee shall be responsible to provide a physician's note, for each absence due to illness/injury. The physician's note shall:

1. Be completed by a medical physician qualified to practice general medicine in the Province of British Columbia.

2. Be completed during the claimed absence.
3. Provide documented dates on the physician's not that support the entire absence.

In addition to any paid sick leave an employee may be entitled, the Company will grant additional unpaid leave of absence subject to receipt of medical certificates as required by the Company confirming that the employee is unable to attend work due to injury or illness.

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

The Company may request that the employee attend an independent medical examination, the Union and Company shall select the medical examiner. Such request will be promptly complied with by the employee provided that the Company will pay the cost of such examinations.

Section 2: Union Business

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

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

Section 3: Bereavement Leave

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

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

An employee must take their bereavement leave in a reasonable timeframe. The employee will provide a time frame to the employer for the use of the Bereavement leave within sixty days of the death.

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

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

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

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

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

Section 5: Return from Leave

An employee returning from an approved leave such as: sick leave, Union leave, maternity leave, bereavement leave or leave due to a work related injury will turn to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence, provided that a job exists which they are immediately capable of performing, and, that they have the necessary seniority to retain such position. The provisions of the *Employment Standards Act* shall be in force in any event. A doctor's certificate may be required to determine the type of work the employee is able to perform.

Section 6: Personal Family Leave

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

Section 7: Personal Leave

- (a) An employee may apply for a leave of absence without pay for up to sixty (60) days for personal reasons if:
 - (i) he requests it from the Company in writing with (7) days notice, and
 - (ii) the leave does not interfere with the Company's operations.

Section 8: Religious Observations

Employees may request up to two (2) days leave without pay per calendar year to observe spiritual or holy days. The granting of such leave will be subject to operational requirements and will not be unreasonably withheld.

A minimum of two (2) weeks' notice is required for leave under this provision unless it is impossible due to the unpredictable nature of the spiritual or holy day, in which case as much notice as possible shall be provided.

Employees granted leave under this provision may utilize unscheduled vacation in which case the days taken shall be considered days worked for the purpose of entitlement to statutory holiday pay.

Section 9: Benefits while on Unpaid Leave

The benefits described in Article 16, Section 8 shall be maintained up to the end of the month following the month in which an unpaid leave granted under this article commences. These benefits, not including sick leave accrual, may be maintained beyond this point, to a maximum of one (1) year, provided the employee pays 100% of the premiums associated with the portion of the leave beyond the end of the month following the month in which the leave commences.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Grievance Procedure

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

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

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

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

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

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

Section 2: Investigator

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

- (i) Gordon, J.
- (ii) Hall, J.
- (iii) Johnson, D.
- (iv) Foley, B.
- (v) Korbin, J.
- (vi) Sullivan C
- (vii) Taylor, C.

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

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

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

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

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

Section 3: Expedited Grievance and Arbitration Procedure

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

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify The Company in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of The Company's receipt of the Union's written grievance, officers of The Company and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
 - (a) Gordon, J.
 - (b) Hall, J.
 - (c) Johnston, D.
 - (d) Foley, B.
 - (e) Korbin, J.
 - (f) Sullivan C.
 - (g) Taylor, C.
- (iv) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The order in which arbitrators are contacted shall be as follows:

- (a) alphabetically in the first arbitration under this Article; and
- (b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.
- (vi) The Arbitrator shall base his/her decision on evidence submitted by the Union and The Company's representatives, or their appointees.
- (vii) The Arbitrator's decision shall be final and binding on both parties.
- (viii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

Section 4: Time Limits

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

Section 5: Abandonment

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

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

ARTICLE 13: WAGES AND JOB RATE RULES

Section 1: Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A" however when an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for the higher classification, provided that he/she works at least three (3) hours in a higher classification.

The Company agrees to notify the Union of any new classifications they add to the Bargaining Unit during the term of this collective agreement. When any new positions are created the parties will meet in an effort to negotiate a rate of pay and conditions for the new position. If the parties are unable to reach agreement the issue will be referred to a third party to reach a binding resolve. Any decision reached by a third party will be based on the prevailing rates and conditions of the industry and will be retroactive to the time the position was first worked.

ARTICLE 14: DEFINITIONS

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

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

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

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

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

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

Article 15: MEDICAL AND CRIMINAL RECORD

Section 1: Vaccination, Inoculation and Suitability

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work with specific client groups. Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of The Company, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of The Company. Where an employee is required by the Company to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at the Company's expense and on the Company's time provided time spent is reasonable. The Company shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

Section 2: Criminal Records Checks

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

Article 16: MICELLANEOUS

Section 1: Uniforms

Uniforms are to be supplied by the Company and employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage. The Employer shall pay **seventy-five cents (\$0.75)** per shift to compensate the employee for cleaning their uniform.

Section 2: Strikes, Lockouts, Picketing

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

Section 3: Force Majeure/Act of God

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

Section 4: Savings Clause

(a) General

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

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

(b) *Health and Social Services Delivery Improvement Act ("Act")*

In the event that the *Act* is declared by a Court of competent authority to be of no force or effect, as contrary to the Canadian Constitution, the Company's continuing obligations to employees pursuant to this Agreement shall be limited to the provision of appropriate termination notices pursuant to the *Employment Standards Act*.

Section 5: Human Rights Code

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

Personal and Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary representing an employee engaging in sexual harassment in the workplace.
- (b) **Personal Harassment is:**
1. harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.
 2. deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.
- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:
1. sexual solicitation or advance or inappropriate touching or sexual assault;
 2. a reprisal or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (d) **Procedure for Filing Complaints:**
1. The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
 2. An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the union to the Employer designate.
 3. If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
 4. All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
 5. Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
 6. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

Section 6: Health and Safety Training

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

Section 7: Purpose of Training

- (a) The Employer and the Union agree to promote, wherever possible, the training, retraining or in-service sessions of employees to improve their job skills, related to their employment.
- (b) The Employer is responsible for ensuring the quality, control and documentation of employee training.
- (c) It is understood that an employee will be adequately trained to perform the assigned work. Duties will not be assigned to any employee who has not been trained. Upon request to a manager or supervisor an employee will be provided with additional training in order to safely perform the work.
- (d) Employees may access their training records upon request.
- (e) An Employee assigned to a co-worker will remain in the same work areas as the co-worker.
- (f) Employees, when directed to attend compulsory training courses or in service sessions pertaining to operations shall be paid in accordance with the provision of the Collective Agreement.

Section 8: Benefits

Benefits during the term of this Agreement shall be in accordance with Appendix "B". It is understood and agreed that the Company is not itself obligated to provide benefits, other than paid sick days, pursuant to this Agreement but, with employees. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the Parties are bound by its terms. It is further understood that benefits provided under this plan will not decrease during the term of the collective agreement.

Summary of Benefits

The costs of the plan will be 80% Employer paid and 20% Employee paid for BC Medical, Life and AD&D Insurance, Dental, Extended Health Care and Vision Care.

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

BC Medical Plan	100% of the premium paid by The Company. Where an employee is eligible for Government Assistance such assistance shall be paid first before the Company pays
Life and AD & D Insurance	\$25,000.00 coverage 100% Company paid
Dental Plan	Basic Prevention Coverage, 100% Company paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,500.00 per year max and overall \$100,000.00 EHC lifetime maximum. 100% Company paid

Vision Care	\$300.00 per Employee and each family member for every 24 months.
Paid Sick days	Eight (8) paid sick days per calendar year. Any unused sick pay will be paid out at a rate of fifty percent (50%) no later than January 31 st of the following year. In the event an employee does not have eligibility for benefit coverage for a full year prior to the cut-off point, either through decline in hours worked, or due to hire date, the pay-out of unused sick pay at a rate of fifty percent (50%) will be pro-rated to reflect eligible months.

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve-month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the Master Contract.

Benefit Summary

Sun Life Group Policy

a. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

• Benefit Formula	• \$25,000
• Termination	• <u>65</u>

3. VISION BENEFIT Yes

a) Glasses Maximum	\$300/every 24 months each family member
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision co-insurance	100%
e) Benefit Maximum Age	Retirement or 70
f) Dependent Age	21
g) Student Age	26

4. HOSPITALIZATION BENEFIT Yes

a) Semi Private Accommodation	Covered
b) Hospitalization Co-insurance	100%
c) Convalescent Hospital	Semi Private Coverage
d) Benefit Maximum Age	Retirement or 70
e) Dependent Age	21
f) Student Age	26

4. DENTAL BENEFIT Yes

a) Annual Dental Single Deductible	n/a
b) Annual Dental Family Deductible	n/a
c) Recall Frequency: 6 months	Yes
d) Fee Guide Year	Current
e) Fee Guide based on province of employee residence	Yes
f) Level 1: Basic Restorative; co-insurance percentage	100 % revised September 3, 2004
g) Level 2: Periodontics & Endodontics: co-insurance percentage	100% revised September 3, 2004
h) Annual Maximum; Level 1 & 2 combined	Unlimited
i) Survivor Benefit	2 years
j) Benefit Period; <input type="checkbox"/> Calendar yr. <input type="checkbox"/> Policy yr.	
k) Benefit Maximum Age	Retirement or 70
l) Dependent Age	21
m) Student Age	26
n) TMJ Lifetime Maximum	\$1,000

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

Benefits for employees between the ages of 65 to 70 shall be continued with the exception of Life Insurance and AD&D. In such circumstances employees at age 65 or older will be given the option of converting their Life Insurance and AD&D at their own cost.

APPENDIX A

WAGE RATES

<u>CLASSIFICATION</u>	<u>Dec 5/13</u>	<u>Dec 5/14</u>	<u>Dec 5/15</u>	<u>Dec 5/16</u>	<u>Dec 5/17*</u>	<u>Dec 5/18*</u>
Light Duty/Office	\$13.85	\$14.10	\$14.30	\$14.45	\$14.70	\$14.95
Housekeeping	\$15.37	\$15.62	\$15.82	\$15.97	\$16.22	\$16.47
Project/QRT	\$15.57	\$15.82	\$16.02	\$16.17	\$16.42	\$16.67
Housekeeping Lead Hand	\$16.40	\$16.65	\$16.85	\$17.00	\$17.25	\$17.50
Retail Food	\$13.85	\$14.10	\$14.30	\$14.45	\$14.70	\$14.95
Food General Help	\$15.37	\$15.62	\$15.82	\$15.97	\$16.22	\$16.47
Food Lead Hand	\$16.40	\$16.65	\$16.85	\$17.00	\$17.25	\$17.50

*The wage rates above effective on December 5, 2017 and December 5, 2018 include negotiated increases of \$.25 per hour. The Parties agree that if the prevailing industry wage settlement pattern in 2017 and/or 2018 includes wage adjustments in excess of these increases, the Parties will meet and agree to further adjustments of these rates to bring the increases in line with the industry settlement pattern of increases.

ARTICLE 17: AGREEMENT TERM

The term of this Agreement shall be from **December 5, 2013 to and including December 04, 2019** from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

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

ARTICLE 18: EXECUTION

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

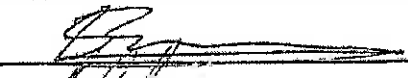
DATED THIS 15 DAY OF May 2014.

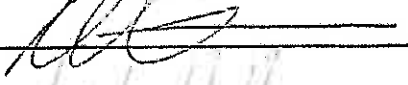
ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION

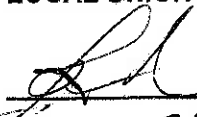
COMPASS GROUP CANADA
(HEALTH SERVICES) DOING BUSINESS AS
AS CROTHALL SERVICES CANADA

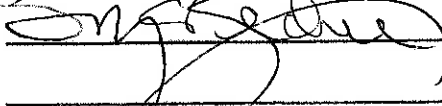
UNITED STEELWORKERS
LOCAL UNION 2009











LETTER OF UNDERSTANDING #1

BETWEEN: VANCOUVER COASTAL HEALTH AUTHORITY
COMPASS GROUP CANADA (HEALTH SERVICES)
LTD.
doing business as
CROTHALL SERVICES CANADA

(Hereinafter referred to as "The Company")

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Hereinafter referred to as "The Union")

Training and Education Fund

The Company shall, upon the ratification of this Agreement by the bargaining unit contribute ~~five~~ **five cents (\$0.05)** per employee per regular hour worked to the USW, Local 2009 Training and Education Fund and remitted to #202 - 9292 - 200th Street, Langley, B.C. V1M 3A6.


DATED THIS 15th DAY OF May 2014.

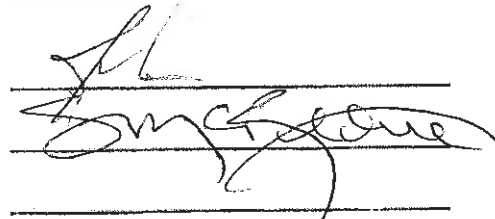
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

COMPASS GROUP CANADA
(HEALTH SERVICES) DOING BUSINESS AS
AS CROTHALL SERVICES CANADA

UNITED STEELWORKERS
LOCAL UNION 2009





LETTER OF UNDERSTANDING #2

BETWEEN: VANCOUVER COASTAL HEALTH AUTHORITY
COMPASS GROUP CANADA (HEALTH SERVICES)
LTD.
doing business as
CROTHALL SERVICES CANADA

(Hereinafter referred to as "The Company")

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Hereinafter referred to as "The Union")

Probationary Period in New Operational Units

Where the Employer adds new units to its operations, which fall under the terms of this agreement, the provisions of Article 10, Section 3 shall apply with the following modifications.

New employees hired in the initial six (6) months of operation of these units shall serve a probationary period of six (6) months for all regular employees and nine hundred (900) hours for all part time or casual employees to a maximum of twelve (12) months. It is understood that in this case all casuals must work at least four hundred (400) hours to complete their probation.

For the initial three (3) months of the probationary period for regular employees and four hundred and fifty (450) hours for part time or casual employees, probationary employees shall be paid at a wage rate which is ninety percent (90%) of the applicable rate of pay in Appendix A. For the remainder of their probationary period, probationary employees shall be paid at a wage rate which is ninety-five percent (95%) of the applicable rate of pay in Appendix A.


DATED THIS 15th DAY OF May 2014.

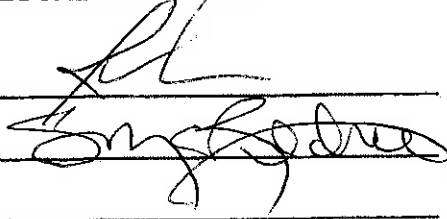
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

COMPASS GROUP CANADA
(HEALTH SERVICES) DOING BUSINESS AS
AS CROTHALL SERVICES CANADA

UNITED STEELWORKERS
LOCAL UNION 2009





LETTER OF UNDERSTANDING #3

BETWEEN: VANCOUVER COASTAL HEALTH AUTHORITY
COMPASS GROUP CANADA (HEALTH SERVICES)
LTD.
doing business as
CROTHALL SERVICES CANADA

(Hereinafter referred to as "The Company")

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Hereinafter referred to as "The Union")

Expansion of Operations

In the event of significant expansion of the Employer's operations, which are covered by this Agreement, the Parties shall meet to discuss issues associated with transition and the application of this Agreement to the expanded operations.

These discussions may include, but are not limited to:

- transition
- communications
- definition of operational units
- application of seniority provisions

Consistent with Article 1, Section 1 of this Agreement, the Parties recognize that cooperation in this regard is mutually beneficial.


DATED THIS 15th DAY OF May 2014.


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION


COMPASS GROUP CANADA
(HEALTH SERVICES) DOING BUSINESS AS
AS CROTHALL SERVICES CANADA

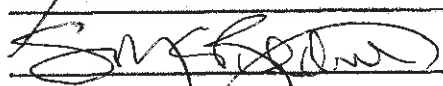
UNITED STEELWORKERS
LOCAL UNION 2009











LETTER OF UNDERSTANDING #4

BETWEEN: VANCOUVER COASTAL HEALTH AUTHORITY
COMPASS GROUP CANADA (HEALTH SERVICES)
doing business as
CROTHALL SERVICES CANADA

(Hereinafter referred to as "The Company")

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Hereinafter referred to as "The Union")

Re: Members working as at Ratification date 2013

Whereas the parties have negotiated with a view to an expanded business model of the employer, the parties agree that the expanded model requires change to accommodate possible expansion, but not at the expense of employees working at the date of ratification.

Therefore, for those employees already employed at the date of ratification, the parties agree that in addition to all other clauses of the Collective Agreement, the following conditions shall apply and be superior to the terms of the Collective Agreement where there is overlap.

- o Regardless of notice, per Article 10, Section 13, there shall be entitlement to termination pay.
- o Said employees will be classified as Housekeeping Aids. If their positions become vacant (through attrition, or through transfer via job postings), the positions will be re-posted at the Light Housekeeping classification.
- o Employees working afternoon shift shall continue to receive the \$.20 shift premium.
- o Employees shall continue to be able to work part time hours regardless of operational changes.
- o The Union training and education fund contributions will be maintained at \$0.07 per hour worked.

DATED THIS 15 DAY OF May 2014.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

COMPASS GROUP CANADA
(HEALTH SERVICES) DOING BUSINESS AS
AS CROTHALL SERVICES CANADA

UNITED STEELWORKERS
LOCAL UNION 2009

