

**AGREEMENT**

**BETWEEN:**

**COMPASS GROUP CANADA LTD.**

**(hereinafter referred to as "The Employer")**

**AND:**

**United Steelworkers  
LOCAL 2009**

**(hereinafter referred to as "The Union")**

**(EDEN INTERMEDIATE CARE HOME)**

**July 10, 2014 – July 9, 2017**

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## **ARTICLE 1: PARTNERSHIP AGREEMENT**

### **Section 1: Statement of Partnership**

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

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

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

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

The Employer and the Union are committed to work continually and creatively to enhance and expand our partnership.

The Parties recognize the necessity of providing a dining and service experience for the residents of Eden Intermediate Care Home that is based on meals that meet the nutritional and quality standards stipulated by the contract between the Employer and its client and that are presented and bussed in an efficient and timely manner.

## **ARTICLE 2: BARGAINING AGENCY**

### **Section 1 : Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provisions of food, laundry and housekeeping services operated by the Employer at the Eden Intermediate Care Home, 9100 Charles Street, Chilliwack, B.C., pursuant to a contract(s) between the Employer and Chantelle Management Ltd.

### **Section 2 : Work**

Work customarily performed by the employees in the bargaining unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, rest periods and meal breaks, on-the-job training, instruction of employees or

in cases of emergency. It is also understood that a Manager/Supervisor is a working Manager/Supervisor. Any grievance arising from this provision will be initiated 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 Employer 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 Employer, 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 Employer's discretion.
- (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

#### **Section 2**

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

#### **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 Employer and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by the Employer. In such circumstances the Union agrees to hold the Employer harmless and to indemnify the Employer for and against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

### **Section 4: Union Membership**

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

### **Section 5: No Discrimination for Union Activity**

The Employer 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 Employer 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 Employer with a copy of the material posted prior to its posting.

### **Section 7 : Check-off**

**The Employer shall require all employees at the time of hiring to complete a membership application and a dues deduction authorization form. The forms to be supplied by the Union and should be completed and submitted in duplicate.**

**The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.**

The Union will give reasonable notice to the Employer of any change in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.

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.

The monthly remittance shall be accompanied by a completed USW R115 Form (provided by the Union) summarizing the monthly dues calculations, as well as a statement showing the names of each employee and their associated deductions. For employees that have no deductions in the given period, reasons shall be identified on the form (ie. W.C.B., W.I., laid off, etc.).

A duplicate R115 Form and employee deduction statement shall be forwarded by facsimile to:

United Steelworkers, Local Union 2009

Attention: Financial Secretary and Staff Representative at fax number 604-513-1851.

The Employer 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).

The Union agrees to indemnify and save the Employer 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 Employer 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 Employer 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 Employer or joint Union/Management Committees; **and**

- (iv) **orientation of new employees – the Employer will provide fifteen (15) minutes paid time for the Unit President or designate to provide any new employee with a copy of their Collective Agreement and a brief orientation to the Union.**

Under no circumstances shall a Union Steward take an 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 workforce.

#### **Section 9: Access to Operation**

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

#### **Section 10: Volunteers**

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

#### **Section 11: Training and Education Fund**

The Employer shall contribute **three cents (\$0.03)** per employee per regular hour worked to the Union's Training and Education Fund.

### **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 the 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 full authority to provide a binding 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 Employer.



## ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

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

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

- (a) the 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.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the Employment Standards Act from the application of section of that Act."

## ARTICLE 7: HOURS OF WORK

### Section 1: Hours of Work

The Employer 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 a minimum of twenty (20) 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 Employer will offer such 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 eight (8) hours per day and forty (40) hours per week. Employees on regular hours of work will receive their rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day.

Employees working regular scheduled shifts shall receive overtime for all hours of work required by the Employer after five (5) scheduled days in the week regardless of how many hours they have worked in the week. Employees requesting to work after five (5) scheduled days shall receive overtime only after working more than forty (40) hours in the week. However, the Employer shall ensure that an Employee has at least thirty-two (32) consecutive hours free from work each week or pay an Employee one and one-half (1 ½) times the regular wage for time worked. Employees may not exercise their seniority rights to require the Employer to provide them with work after five (5) scheduled days being worked.

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

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

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

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

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 Employer shall keep said schedule up to date.

## **Section 3: 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.

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

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

- (A) four (4) hours – one (1) fifteen (15) minute rest period;

- (B) five (5) hours – one (1) fifteen (15) minute rest period;
- (C) six (6) hours – one (1) fifteen (15) minute rest period;
- (D) seven (7) hours – two (2) fifteen (15) minute rest periods;
- (E) eight (8) hours – two (2) fifteen (15) minute rest periods;

#### **Section 4: Meal Allowance**

Subject to availability and applicability employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction of, one dollar and seventy-five cents (\$1.75), including GST, for each shift worked until January 1, 2005 at which time the deduction shall increase to one dollar and seventy-five cents (\$1.75). 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.

#### **ARTICLE 8: ANNUAL VACATION**

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

Vacation pay shall be paid as a percentage of gross earnings excluding taxable benefits, according to the *Employment Standards Act* or successor legislation.

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 Employer, 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 Employer's fiscal year. In all events the individual vacation banks will be paid out at the end of the Employer's fiscal year.

It is further agreed that the Employer 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 Employer 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.

### **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.

Notwithstanding the foregoing, all Employer paid approved leave of absence, and Employer approved leave for Union business will be considered time worked for purposes of determining entitlement to statutory holiday pay, if the leave of absence is within thirty (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.
  - a) If employee is required to work on statutory holiday

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

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

## **ARTICLE 10: SENIORITY**

### **Section 1: Service Seniority Definition**

"Service Seniority" means continuous, unbroken service with the Employer from date of hire to the bargaining unit recognized in Article 2, Section 1, above. **Service seniority shall be used to determine vacation entitlement, lay-off and recall rights. For employees hired on the same date, actual time (or order) of hire shall be used to calculate seniority.**

**"Operational Seniority" will be based on hours worked since hire date. Operational seniority shall be used in determining job postings, scheduling of work, vacation scheduling, and overtime scheduling. Operational seniority calculations shall be done twice each year, and fixed for a six month period.**

**All hours an employee is on an authorized leave of absence (per Article 11 of this Agreement), WCB, vacation, statutory holiday or additional unpaid leaves of absence for vacation purposes shall be included in the calculation of operational seniority.**

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

The Employer 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 able to perform all of the duties required within the normal schedule hours.

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

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 Employer shall keep said schedule up to date.

The Employer and Local Union agree that all regular jobs will be posted and awarded based on "Operational Unit Seniority" and the employees' ability to do the job. If a position is required to be filled on a temporary basis and it is known that the position will be vacant of a minimum of thirty (30) days, the temporary position will be posted and awarded based on "Operational Seniority" and the ability to do the job.

If the Employer and the Local Union would like to discuss the possibility of modifying or amending this Section, either party must give thirty (30) days written notice.

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

## **Section 2: 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.

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 Employer or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

## **Section 3: Lay-Off**

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

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

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

- (i) Service Seniority during lay-offs shall be retained for six (6) calendar months.
- (ii) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

## **Section 5: Service Seniority Lists**

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

## **Section 6: Loss of Seniority**

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

- (i) voluntarily leaves the employ of the Employer;
- (ii) is discharged by the Employer;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave; **unless for valid medical reasons; or**
- (vii) accepts a severance package

## **Section 7: Recall**

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

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

It is the employee's responsibility to keep the Employer 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 Employer, retain all seniority rights.

## **Section 8: Termination Pay**

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

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

## **Section 9: Preferential Hiring**

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

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.

## **ARTICLE 11: LEAVES OF ABSENCE**

### **General**

All leaves required by legislation shall apply.

### **Section 1: Injury and Illness**

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

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

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

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

### **Section 2: Union Business**

- (i) The Employer 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 Employer within thirty (30) calendar days after completion of the term of employment with the Union.
- (ii) The Employer 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 USW in order that they may carry out their duties on behalf of the Union. The Employer shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds one (1) in number. The Employer 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 Employer' operational requirement.



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

### **Section 3: Bereavement Leave**

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

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

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

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

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

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

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by the Employer 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 return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence, provided that a job exists which they are immediately capable of performing, and, that they have the necessary seniority to retain such position. The provisions of the *Employment Standards Act* shall be in force in any event. A doctor's certificate may be required to determine the type of work the employee is able to perform.

## **Section 6: Religious Observances**

Employees who are members of a non-Christian religion may request up to two days leave without pay per calendar year to observe spiritual or hold days. Such leave shall not be unreasonably withheld.

A minimum of two (2) weeks' notice is required for leave under this provision unless this 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 or reschedule unused vacation in which case the days taken shall be considered days worked for purpose of entitlement to statutory holiday pay.

## **Section 7: Family Responsibility Leave**

An employee is entitled to a maximum of six (6) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

Where "immediate family" is defined as:

- (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and
- (b) any person who lives with an employee as a member of the employee's family.

"Immediate family" is considered to include common-law spouses, step-parents, and step-children or same sex partners and their children. Any persons will be included as "immediate family" if they reside with the employee as a member of that employee's family. An exchange student residing with the employee's family would be considered "immediate family".

Associates may access vacation pay and carry unused vacation "time" for any of the 6 days during each employment year.

## **Section 8: Benefits While on Unpaid Leave**

The benefits in Appendix B 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 benefit 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 his the Employer 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 the Employer 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 Employer applicable Regional Manager/Director or the Employer 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 the Employer 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) Korbin, J.
- (iv) Sullivan, C.
- (v) Taylor, C.

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

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

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

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

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

### **Section 3: Expedited Grievance and Arbitration Procedure**

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

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the Employer in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the Employer' receipt of the Union's written grievance, officers of the Employer 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) Korbin, J.
  - (d) Sullivan, C.
  - (e) Taylor, C.
- (iv) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The order in which arbitrators are contacted shall be as follows:
  - (a) alphabetically in the first arbitration under this Article; and
  - (b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.
- (vi) The Arbitrator shall base his/her decision on evidence submitted by the Union and by the Employer' 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"

When an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for all hours worked in the higher classification.

The Employer agrees to notify the Local Union within twenty (20) working days and in writing of any new classification within the scope of this Agreement and its proposed wage that is created during the term of this Collective Agreement. In that event, the Local Union may request a meeting within twenty (20) working days to confirm the final rate of pay and conditions of employment for the classification. If the parties are unable to reach agreement, the matter will be referred to arbitration and it is understood that the Arbitrator shall have jurisdiction to set a new rate of pay for the classification. If the Local Union does not request a meeting to negotiate a rate of pay within the twenty (20) working day period following notice, the classification and proposed rate of pay shall form part of the applicable wage schedule.

### **Section 2: Benefits**

Benefits during the term of this Agreement shall be in accordance with Appendix "B". It is understood and agreed that the Employer is not itself obligated to provide benefits, other than paid sick days, pursuant to this Agreement but, with employees, to pay a portion of the premium for same pursuant to Appendix "B" to a benefits provider. 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.

## **ARTICLE 14: DEFINITIONS**

*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.

*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 Employer on a continuing basis of more than twenty (20) hours per week.

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

## **ARTICLE 15: MISCELLANEOUS**

### **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 Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time provided time spent is reasonable. The Employer 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 Employer's request and cost, submit to a criminal record check. The Employer 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.

### **Section 3: Uniforms**

Uniforms are to be supplied by the Employer 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. Each Regular Employee will be provided a minimum of **three (3)** complete uniforms. Casuals will be provided with one (1) complete uniform. **Casual employees who regularly work more than three (3) shifts per week, shall be provided with additional complete uniforms.**

**Employees at Eden Intermediate Care Home shall either receive seventy-five cents (\$.75) per shift worked for the laundering of their uniforms or have their uniforms cleaned by the Employer. The Employer shall have the sole discretion as to which option shall be applicable.**

### **Section 4: Strikes, Lockouts, Picketing**

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

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

### **Section 5: 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 Employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

## **Section 6: Saving Clause**

### (a) General

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

- (i) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- (ii) The Employer 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 Employer'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 7: Workplace Anti-Harassment/Discrimination and Workplace Anti-Violence**

It is understood that the Employer has policies in place regarding the above noted matters and that the Local Union specifically reserves the right to challenge those policies in whole or part. Further, it is understood that an Employee or the Local Union may grieve any alleged violation of the Employer's policies regarding these matters.

**ARTICLE 16: AGREEMENT TERM**

The term of this Agreement shall be from **July 10, 2014 to July 9, 2017**, and from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:



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

**ARTICLE 17: EXECUTION**



This Agreement may be executed by the respective Parties.

DATED THIS 2<sup>nd</sup> DAY OF June, 2015

**UNITED STEELWORKERS  
ON BEHALF OF LOCAL 2009**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**COMPASS GROUP CANADA LTD.**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX A**

**Wage Rates and Adjustments**

<b>Classifications</b>	<b>July 10, 2014</b>	<b>Date of Ratification</b>	<b>July 10, 2015</b>	<b>July 10, 2016</b>
		<b>+\$0.07</b>	<b>+\$0.25</b>	<b>+\$0.30</b>
Cook	19.35	19.42	19.67	19.97
Service	13.33	13.40	13.65	13.95
Housekeeping Aide	13.33	13.40	13.65	13.95
Laundry Aide	13.33	13.33	13.65	13.95
Lead Hand Housekeeping & Laundry	14.61	14.68	14.93	15.23

Training Wage                      Additional      \$0.50 per hour

Shift Differential                    After 8pm      \$0.75 per hour

Training: Training is defined as when an associate is shadowing another associate whilst performing their normal duties of work. The Lead Hand would be exempt receiving a training premium.

## APPENDIX B

### Summary of Benefits

BC Medical Plan	100% of the premium paid by The Employer
Life and AD & D Insurance	\$25,000.00 coverage 100% Employer paid
Dental Plan	Basic Prevention Coverage 100% Employer paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 100% Employer paid
Paid Sick days	Six paid sick days per 12 months. <b>These days will be credited to employees on July 10 of each year, and cannot be carried forward to subsequent years. Sick leave entitlement will be pro-rated for those employees who become eligible for benefits after July 10.</b>
Vision Care	\$250.00 per Employee and each family member for every 24 months.

Employees who have completed the probationary period and who are continually scheduled to work 20 or more hours per week are eligible for benefits coverage.

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.

It is further understood that benefits provided under this plan will not decrease during the term of the Collective Agreement.

Benefits Maximum Age references changed to "Retirement or 70" except with respect to Basic Life and Accidental Death and Dismemberment.

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.

## Procedure for Booking Vacations

### Vacations

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

Vacation requests are granted on the basis of:

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

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

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

### PROCEDURE:

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

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

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

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

Signed: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20

Print Name: \_\_\_\_\_

**USW LOCAL 2009**

**CHECK-OFF**

(Please Print)

Starting date \_\_\_\_\_, 20  
Name of the Employer \_\_\_\_\_  
Name of Employee \_\_\_\_\_  
Operation \_\_\_\_\_  
Address \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_ Social Ins. No. \_\_\_\_\_  
Are you a member of the USW? \_\_\_\_\_  
In what USW operation were you last employed? \_\_\_\_\_  
Local No. \_\_\_\_\_

**I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL \_\_\_\_ THE FOLLOWING IN PAYMENT OF THE AMOUNTS SET OUT BELOW:**

Union Initiation Fees in the amount of \$ \_\_\_\_\_  
Union Back Dues in the amount of \$ \_\_\_\_\_  
Union dues \$ \_\_\_\_\_  
Union assessments in the amount and at the time stated in notice received by you from the local Union designated above.

Clock No. \_\_\_\_\_

**Application for Membership**

I hereby request and accept in USW, Local 2009, and agree to abide by the Constitution and By-laws of the organization. In case of misstatement of qualifications for membership, I agree to forfeit all rights, privileges and monies paid.

Signature of applicant Employee \_\_\_\_\_  
(Duplicate copy to be forwarded to Local Union Office)

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.