

Memorandum of Settlement

-between-

Compass Group Canada dba Chartwells at UNBC

-and-

UNITE HERE, Local 40

- 1) The parties agree that the following document constitutes full and final settlement of all matters in dispute between them in regards to negotiation of the Collective Agreement between the parties which expired on April 30, 2017.
- 2) Any matters raised by either party, and not addressed by this document shall be considered withdrawn without prejudice with the exception of any errors or omission.
- 3) Unless a matter is specifically indicated as becoming effective on another date, all provisions of this memorandum shall become effective on the date of ratification. All matters will be retroactive where such retroactivity is specifically referenced in this Memorandum, including, but not limited to, the term of this Agreement.
- 4) The Union agrees to unanimously recommend this settlement for ratification as full and final settlement of all matters in dispute. If the memorandum is not ratified it is withdrawn in its entirety.

The parties have agreed to the following modifications to the current collective agreement (October 16, 2014-April 30, 2017)

Article 1 – Duration and Purpose

1.01 (a) – modify as follows:

This Agreement shall be in effect until midnight of February 28, 2020, and from year to year thereafter, The Union and the Employer (Chartwell) agree that the duration of this agreement shall automatically be reduced, and the Agreement will terminate on December 31, 2018. If the Employer provides the Union with proof that their food service contract with client has been extended to or beyond May 1, 2020, then the parties agree this Collective Agreement shall continue in full force and effect. In either event no party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the Union goes on strike or

- (ii) the Employer shall lock out its employees or
- (iii) the parties shall conclude a renewal or revision of this Agreement to enter into a new Collective Agreement
- (iv)

Article 3 – Union Security

3.01 – modify as follows:

- (b) On October 1 and March 1 of each year, the Employee will forward to the Secretary-Treasurer of the Union a list of all bargaining unit employees with their full name, social insurance number, seniority dates, classification, current rate of pay, home address, and phone number and email address (if provided to the Employer by the employee). Where possible, this information shall be provided in an Excel spreadsheet, or in such other electronic format as may be mutually agreeable.

The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

3.11 - modify as follows:

The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity.

New Section – Indemnification:

The Union shall indemnify the Employer and hold it blameless against any suits, claims, demands or liabilities that may arise for the purpose of complying with this Article.

Article 4 – Hours of Work

4.04 – add new (h):

- (h) Shifts shall be a minimum of four (4) hours, except if they are students, then their minimum shift shall be two (2) hours.

4.09 – modify as follows:

Employees are allowed an amount of food and/or drink for personal consumption during their shift in excess of five (5) hours, to be paid for by the employee through an automatic payroll deduction. The deduction will be two dollars (\$2.00) per shift worked. A list of excluded food and drink items will be posted on the bulletin board.

Employees, who do not wish to avail themselves of such food and drink, shall notify the Manager annually, in writing, no later than September 1 of each year. In the event the employee does not present a change to their selection, they will be considered to have the same option as that of which the Company has most recently on file. Employees

who have opted out of participating in the meal allowance and are found to consume food or beverage will be subject to appropriate discipline.

Article 8 – Seniority Date and Service Date

8.01 – modify as follows:

- (a) Each new regular and casual employee will be considered on probation until he/she has completed fifty (50) shifts of work. Should fifty (50) of work not be performed, the probation period shall be completed after ninety (90) calendar days.

Article 10 – General

10.03 – modify as follows:

- (d) Shoe allowance: Up to seventy dollars (\$70.00) per year reimbursement upon receipt of slip resistant shoes.

10.09 – modify as follows:

Doctor's notes required by the Employer to substantiate any period of sickness or accident will be paid for by the Employer on a reimbursement basis, when a receipt is provided.

NEW Article 10.11 – Labour /Management Meeting

- (a) On the request of either party, the parties shall hold a Labour/Management meeting for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (b) All Steward and committee members, up to a maximum of four (4) who attend Labour/Management meetings will be compensated at straight time for all hours spent attending such scheduled meetings. Additional representatives of the Union may attend the Labour/Management meeting on their own time. At no time will the total number of Union Representatives (staff representatives, stewards and committee members) at a Labour/Management committee meeting be more than seven (7).

Article 12 – Grievance Procedure

Add new:

The following procedures shall be used for any grievance arising from a termination or lay-off:

- (a) Within seven (7) working days of the dismissal or lay-off, the Union shall notify the

Employer in writing of its grievance of same. Such grievances shall be heard at Step 2 of the grievance procedure within seven (7) working days of the Employer's receipt of the Union's written grievance.

- (b) At this step of the grievance procedure, each party shall discuss and will endeavour to provide all information to date. The findings or decision of the Employer/Union shall be presented to the other party in writing within five (5) working days of the meeting. If the grievance is not settled at this Step, either party may refer the grievance to arbitration.

Article 20 – Sick Days

Modify last sentence as follows:

“Payout will be made on or about October 15 of each year”.

NEW Article 21 – Joint Occupational Health and Safety Committee

Add new Article 21 as follows:

- (a) There shall be established, a Joint Committee consisting of up to six (6) members, up to three (3) from the Union and up to three (3) from the Employer and shall meet every month. Employees on the committee will be chosen in a manner determined by the Union. The Committee will assist in creating a safe workplace, recommend actions to improve the effectiveness of the industrial health and safety program in the workplace and promote compliance with the Industrial Health and Safety Regulation and the Workers' Compensation Act.
- (b) Employees will receive regular pay for any meeting hours that they attend.
- (c)

NEW Article 22 – Discrimination and Harassment

Add new Article 22 as follows:

- (a) The parties hereto subscribe to the principles of the Human Rights Act of British Columbia
- (b) No Discrimination for Union Activity:

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee of reason of membership or activity in the Union.
- (c) Sexual Harassment in the Workplace:

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. The obligation

applied equally to the Employer, the Union and all employees.

Letters of Understanding

Renew LOU's # 1, 2, 4, 5 & 6.

Housekeeping: Delete reference to 'Eurest Dining Services' in the collective agreement and replace with 'Chartwells'

Signing Bonus: All employees of record as of the date of ratification (DOR) will receive a signing bonus of \$0.60 per hour on all hours worked between May 1, 2017 and date of ratification.

Length of Service; more than 10 years: All employees of record as of the date of ratification (DOR) will receive a signing bonus of \$0.75 per hour on all hours worked between May 1, 2017 and date of ratification.

Wages: Increase to all classification rates, wage rates and individual rates shall be as follows:

<u>Date of Ratification</u>	<u>May 1, 2019</u>
\$1.20	80 cents/hour

General Help classification increased to Cashier's rate effect date of ratification. and will receive the additional wage increases above.

Short Order Cook classification increased to Cook's rate effect date of ratification., and will receive the additional wage increases above.

New Letter of Understanding # 3 – Cashiers & Short Order Cook: The Parties agree that the following employees are being red-circled as the last employees to be classified as Cashier or Short Order Cook. Upon their end of employment their classification shall be removed from Appendix "A" – UNBC Wage Rates. The red-circled employees are:

<u>Cashiers</u>	<u>Short Order Cook</u>
Victoria Vera Milka Schadt	Yvonne MacDonald

Leads: Those employees who are appointed to work as Lead Hand by the Employer shall be paid for each hour so assigned an additional \$1.00 per hour. The Employer, when considering appointments for lead hand will apply seniority provided the employee possess the ability and qualifications to satisfactorily perform the work required.

APPENDIX A - UNBC				
	WAGE RATES: 2017 - 2019			
Increase	-	-	\$1.20	\$0.80
Position	Level	Current	DOR	1-May-19
Cook	Entry Rate	\$15.48	\$16.68	\$17.48
	1st Year	\$15.87	\$17.07	\$17.87
Short Order Cook – same wage rates as Cook				
General Help	Entry Rate	\$14.09	\$15.29	\$16.09
	1st Year	\$14.47	\$15.67	\$16.47
Cashier– same wage rates as General Help.				
Dishwasher	Entry Rate	\$13.61	\$14.81	\$15.61
	1st Year	\$13.93	\$15.13	\$15.93

13.85

Health Care: The current Employer contribution of \$1.47/hour for health care benefits being paid to the BCHA/UNITE HERE Local 40 Hospitality Workers Health Care Plan. The following contribution rates shall be used to maintain & improve benefits:

<u>October 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
\$1.55	\$1.635/hour	\$1.725/hour

Current	Benefit Change
Dental	Dental

Minor Dental 80% coverage	Minor Dental 90% coverage
Major Dental 70% coverage	Major Dental 80% coverage
Annual max \$2,100/person, \$2,400/family, combined with basic services	Annual max \$3,100/person, \$4,900/family, combined with basic services
Paramedical Coverage begins with the 13 th visit \$200/person/practitioner/year, \$500/family/practitioner/year	Paramedical <i>Coverage begins with the 1st visit of RO</i> \$800/person/practitioner/year, \$2,000/family/practitioner/year
WI \$448/week	WI \$543/week
No Compression Socks	Custom-made Compression Socks benefits

Pension: The parties agree to establish pension contributions to the BCHA/UNITE HERE Local 40 Hospitality Workers Pension Plan:

January 1, 2020
10 cents/hour

Pension Plan Contributions

- (a) The Employer agrees to remit Pension Plan contributions for each paid hour for all employees covered by this Agreement to the Trust Agreement known as the BCHA/UNITE HERE Local 40 Hospitality Workers Pension Plan. The contribution rate shall be 10 cents per hours paid effective January 1, 2020.

All other terms and conditions of the collective agreement shall remain unchanged.

Agreed to and signed at PRINCE GEORGE, this 23 day of October, 2018.

For the Union

For The Company

Melody Donohue

Robert Wall

Mina Costa

John Star

[Signature]

[Signature]