

Comprehensive Offer of Settlement

-between-

Compass Group Canada operating at Victoria International Airport

-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 June 14, 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2) Any matters raised by either party, and not addressed by this document shall be considered withdrawn without prejudice with the exception of any errors or omission.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.

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 If the memorandum is not ratified it is withdrawn in its entirety.

Agreed to and signed at Sidney, this 28 day of November, 2018.

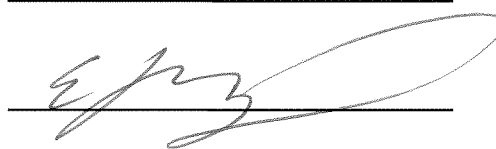
For the Union


For The Company

  
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## **Article 1 –Purpose**

1.01 (a) – modify as follows:

This Agreement shall be in effect from June 15, 2017 until midnight April 30, 2020 inclusive, and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement, or immediately preceding the day of February in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

(remainder of the Article to remain as is)

## **Article 3 – UNION SECURITY**

3.11 - replace current (a) with the following:

- (a) Shop stewards may be appointed by the Union on the basis of one (1) shop steward per unit, with a maximum of not more than five (5) shop stewards in total. The duties of the Union Steward shall be to assist in reporting and resolving grievances within their own units and departments. Subject to the operational needs of the Employer, a maximum of two (2) shop steward will be allowed time off for Union leave or to attend to Union business.

3.11 (h) – add a new (h) as follows:

- (h) The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact a shop steward, providing this does not result in an undue delay of the appropriate action being taken.

3.12 - replace current (a) with the following:

- (a) The Employer agrees that communications from the Union to its members shall be posted on bulletin boards currently located in Tim Horton's and White Spot. These bulletin boards will be for the sole use of the Union.
- (b) Subject to space being available, the Union will be allowed to post communications on the Starbucks bulletin board. If and when the space at Spinnakers is changed, renovated or expanded, the Employer will make reasonable effort to provide space for the Union to post communications to its members.

3.13 - add new (c):

- (c) All Union Stewards who attend Labour/Management meetings will be compensated at straight time for all hours spent attending such meetings.

## **Article 4 – HOURS OF WORK**

4.01 (d) – add a new (d) as follows:

- (d) Employees in all units, will have the option of working 4 10-hour shifts. If an employee voluntarily chooses this option, they will be paid OT for all hours worked above 10 in one day and more than 40 hours per week.

**4.04 (b) modify as follows:**

- (b) It is understood and agreed that any employee who must absent themselves for a valid reason from a scheduled shift will provide the Employer notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absences, or otherwise subject to shift change. The Employer will replace the absent employee by offering this shift, by seniority, to unscheduled employees first in that classification before offering it to available employees on the 'on call' list.

## **Article 8 – UNION SECURITY**

8.03 (a) – modify as follows

(a) An employee shall lose seniority and cease to be an employee of the Employer if he/she:

- i. voluntarily quits;
- ii. is discharged for just and reasonable cause and is not reinstated through the grievance or arbitration procedure;
- iii. layoff and recall rights for a period of twelve (12) months, or the length of the renovation in the event the layoff is due to renovation, from the date of lay-off;
- iv. fails to report for work when a notice of recall has been sent to the employee by registered mail, in accordance with Article 8.05(e) to his/her last address on file with the Company;
- v. overstays an authorized leave of absence without a valid reason;
- vi. is unable to attend at the worksite for reasons beyond the Employer's control;
- vii. an employee who has been off due to sickness or accident for more than two (2) years; or
- viii. for theft of product, cash or property. Theft is the removal, transfer to others or the concealment of any of the above from the ownership and/or control of the Employer or any other owner of the aforementioned, without written authorization. For example, product cannot be removed from areas controlled by the Employer.

There shall be no loss of seniority for any of the following:

- (i) any time off paid for by the Employer;
- (ii) time spent on an approved education course or negotiating committee, or Union Leave of Absence;
- (iii) maternity/parental leave in accordance with prevailing Employment Standards legislation.

## **Article 9 – LEAVE OF ABSENCE**

9.02 (b) – modify as follows

- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, at least fourteen (14) calendar days prior to the commencement of such leave, by an authorized representative of the Union. A list of authorized representatives will be provided to the Employer by the Union and updated as required.

## **Article 11 – WAGE AND JOB RATE RULES**

11.04 – modify as follows

(a) When a permanent vacancy occurs, for any present or new classification covered by this Agreement, a notice of vacancy shall be posted on all Union bulletin boards for a period of five (5) days. Such notice will include the initial shifts. Employees may apply in writing to fill the vacancy. Any employee selected by the Employer will be given a trial period in accordance with Article 11.04 (c). This provision does not apply to temporary vacancies.

(b) Except in case of emergency or as otherwise stated in this collective agreement, the Employer shall fill vacancies posted in accordance with 11.04 (a) above on the basis of classification seniority first and if there are no successful applicants from within the classification, then the vacancy will be filled by “service date seniority”, provided the applicant is qualified and has the skills and abilities to do the work.

(c) The successful applicant on a job vacancy shall be considered to on a trial period for up to thirty (30) work days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

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

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **Article 12 – Grievance Procedure**

12.02: Step 4 (delete)

12.06 (NEW) – add the following language

## Fast Track Mediation/Arbitration Process

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 12.03 and 12.04 of this Collective Agreement if an agreement is not reached under the provision of Step 3.

- (a) The process can only be used by mutual agreement between the parties who are signatories to this Collective Agreement;
- (b) The outcome will be binding on the parties;
- (c) The cost will be borne in accordance with Section 112 of the Labour Relations Code, i.e. Employer - one-half (1/2) , Union - one-half (1/2);
- (d) The procedure may be used after Step One or Step Two of the grievance procedure;
- (e) The use of legal counsel will be at the option of either party and if one party intends to use legal counsel the other party will be notified;
- (f) The number of cases to be heard at any given time will not exceed three (3);
- (g) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator;
- (h) Wherever possible the arbitrator will attempt to mediate a settlement between the parties;
- (i) In such cases that the arbitrator must write a decision, such decision shall be brief and to the point;
- (j) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case;
- (k) General rules of evidence will be waived except for the rule of "onus";
- (l) The location will be mutually agreed between the parties;
- (m) Procedures Guidelines:
  - (i) The Opening Statement - This should basically set out the case from each party's perspective. The arbitrator shall aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - (ii) The Hearing - Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of creditability or conflicting evidence, the key individuals must testify.
  - (iii) The Argument - As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
  - (iv) Mediation - Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him. Specifically, if counsel can assist in assessing creditability and/or contradictory evidence, they should do so.
  - (v) The Decision - If mediation fails or is not appropriate, and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his/her decision, the parties are provided with an opportunity to influence the exact terms of the resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (n) With respect to grievances involving customer complaints, the following will apply:
  - (i) The person to whom the complaint was given be called to testify;
  - (ii) Bargaining unit or staff employees who can direct evidence be called to testify;
  - (iii) Wherever possible, the complaint be committed in writing by the customer; and
  - (iv) Prior to the hearing, the parties will discuss the evidence so there are no surprises.

12.07 (NEW) add as follows:

The mediator/arbitrator referred to in this Agreement shall be selected from the following names on a rotating basis:

Mark Brown  
Julie Nichols  
Ken Saunders  
Chris Sullivan

## **ARTICLE 12 – INSURANCE AND HEALTH CAR PLANS**

### **Article 15 – Insurance and Health Care Plans**

delete and replace with the following

The exact terms and conditions of your group benefits plan are described in the Policy/Plan Documents held by Compass Group. In the event of a discrepancy between the Benefit Summary and the Policy/Plan Documents, the terms of the Policy/Plan Documents will prevail. Should the benefit plan carrier change, the Union will be notified prior to the Employer changing plans.

The Employer reserves the right to introduce new processes or other cost containment measures when necessary in an attempt to limit future cost sharing increases to the benefit plan. It is understood that such cost containment measures shall not impact the benefit coverage outlined herein.

### **Pension (NEW)**

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**

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 Workers Pension Plan in accordance with the contribution rate above.

### **Letters of Understanding**

Renew LOU#s 1 & 2

## Appendix "A"

### Wage Rates

**June 15, 2017 to date of ratification – A lump sum payment equal to \$0.50 per each regular hour worked from June 15, 2017 to date of ratification, less statutory deductions.**

Classification	DOR	1-Jun-19	1-Dec-19
<b>Spinnakers</b>			
Senior Line Cook	\$17.29	\$17.69	\$18.00
Prep Line Cook	\$15.34	\$15.74	\$15.74
Customer Service	\$13.00	\$14.20	\$14.20
Kitchen Helper	\$15.34	\$15.74	\$15.74
<b>Tim Horton's</b>			
Production	\$15.59	\$15.99	\$15.99
Front Clerk	\$14.00	\$15.00	\$15.00
<b>Starbucks</b>			
Barista	\$14.00	\$15.00	\$15.00
<b>White Spot</b>			
Grill Cook	\$17.29	\$17.69	\$18.00
Fry Cook	\$17.29	\$17.69	\$18.00
Prep Cook	\$15.34	\$15.74	\$15.74
Dishwasher	\$13.00	\$14.20	\$14.20
Host	\$14.00	\$15.00	\$15.00
Server	\$13.00	\$14.20	\$14.20
Bartender	\$14.56	\$14.96	\$14.96

- Graveyard Shift Premium for Baker - \$1.50 per hour (increasing to \$1.75 per hour effective June 1, 2019)
- Night Shift Premium: Employees covered by this Agreement shall be entitled to a shift premium of \$1.50 per hour for all hours worked on the night shift. Night shift is defined as any shift in which the major portion occurs between 10:00pm and 6:00am.
- **Lead Hands**
  - Permanent, ongoing Lead Hand positions shall be posted in accordance with Article 11.04.
  - Lead Hands shall be paid for each hour, an additional \$1.50 per hour
- Employees who are receiving, on the date of ratification, a rate above the ratification rate shown above, shall carry that differential forward which shall be in addition to the job rates shown above.
- Associates upon hire will enter a probationary period of 90 days. The starting wage will be 90% of the classification rate or the Provincial Minimum Wage, whichever is greater. At the conclusion of the 90 day probationary period, they will receive the full wage rate of the classification.

If the BC Provincial Minimum Wage does not increase in June 2019, wages and increases will be as per the wage table below:

**Appendix "A"**

**Wage Rates**

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<b>Classification</b>	<b>DOR</b>	<b>1-Jun-19</b>	<b>1-Dec-19</b>
<b>Spinnakers</b>			
Senior Line Cook	\$17.29	\$17.69	\$18.00
Prep Line Cook	\$15.34	\$15.74	\$15.74
Customer Service	\$13.05	\$13.45	\$13.45
Kitchen Helper	\$15.34	\$15.74	\$15.74
<b>Tim Horton's</b>			
Production	\$15.59	\$15.99	\$15.99
Front Clerk	\$14.00	\$15.00	\$15.00
<b>Starbucks</b>			
Barista	\$14.00	\$15.00	\$15.00
<b>White Spot</b>			
Grill Cook	\$17.29	\$17.69	\$18.00
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Note (not to be included in the collective agreement): If the above wage schedule comes into force the Employer will add the words '**Gratuities not Included**' on the customer cheque.



**LETTER OF UNDERSTANDING #3**

Between

**UNITE HERE, Local 40**

and

**Compass Group Canada**

(Victoria International Airport)

**Re: Union Access – Post Security**

It is understood that the current practice of authorized Union personnel being escorted by management or a management designate with the appropriate security clearance to the Employer's post-security outlets for the purpose of properly representing bargaining unit employees where it is not possible for the Union personnel to properly do so without the need to access restricted security access areas shall be maintained for the duration of this Agreement.

It is expressly acknowledged by the parties that the Employer does not have any control over the establishment of security protocols governing access to post security areas. A change to these protocols by the relevant authorities may impact the ability of Union personnel to access the Spinnakers on the Fly location and the Employer agrees to notify the Union of the same upon being informed by the authorities.

