

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD.**

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

**AND:**

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

**(Hereinafter referred to as "Union")**

**October 1, 2019– September 30, 2022**

**FRASER HEALTH AUTHORITY**

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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 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 The Employer 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's "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.

### Section 2

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). Such discussions and any resolution by mutual agreement resulting from such discussions shall be consistent with, and pursuant to, the Statement of Partnership in Article 1, Section 1, above.

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 **binding** resolution.

## **ARTICLE 2: BARGAINING AGENCY**

### **Section 1: Recognition**

The Employer Recognizes the Union as the exclusive bargaining agent for all of its employees (excluding Management) employed to provide all contract services to the Fraser Health Authority.

### **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, and that more than one Manager/Supervisor may be at a location.

### **Section 3:**

No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement. This Article does not apply where the Employer invites an employee to accept an excluded position.

## **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:

- a) 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.
- b) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- c) 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.
- d) The selection of Managers/Supervisors shall be entirely a matter for The Employer's discretion.
- e) 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: Discharge of Non-members**

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 3: 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 4: Bulletin Boards**

The Employer shall provide space for one bulletin board at each Operational Unit for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

### **Section 5: Check-off**

#### **Process and Procedures**

- a) 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.
- b) The Union will give reasonable notice to the Employer of any changes 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.

- 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 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).
- g) 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 6: Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select one Steward per location 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:

- a) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- b) supervisor of ballot boxes and other related functions during votes; and
- c) attend meetings at the request of The Employer or joint Union/Management Committees.
- d) The Employer 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 Employer, or with the management of or direction of the workforce.

### **Section 7: 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 8: 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 Employer's 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 9: Training and Education Fund**

The Employer shall, upon the ratification of this Agreement by the bargaining unit, contribute seven cents (\$0.07) per employee per regular hour worked to the USW 2009 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.

## **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 counseling 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**

No employee shall be scheduled for more than eight (8) hours per day or forty (40) hours per week, unless otherwise mutually agreed to by the Union and The Employer. The Employer shall endeavour to maximize hours based on seniority where possible.

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.

### **Section 2: Shift Assignment and Job Posting**

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.

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 Employer.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off to each employee and the starting and finishing time of each employee, and The Employer 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 the position is not filled, then the position will be posted at all F.H.A. sites. Posting in this case will be awarded based on "service seniority" and subject to the person being capable of doing the job.

If a position is required to be filled on a temporary basis and it's 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 Unit Seniority" and the ability to do the job. An "Operational Unit" is defined as the bargaining unit consistent with the intent of the agreement and the Employer's contract.

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. This Section may also be modified by mutual agreement if the parties agree to the amendment at a specific Operational Unit.

### **Section 3: Overtime**

Subject to the operating needs of the business, The Employer will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to operational 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 hours per week and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day. People who work five (5) shifts that are six and one-half (6 1/2) hours or more per day in length a week will be paid time and one-half for all hours worked on their (6<sup>th</sup>) Sixth or (7<sup>th</sup>) Seventh day of 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 forty (40) hours per week.

### **Section 4: Rest Periods and Meal Breaks**

All employees working shifts of more than five (5) to eight (8) hours are entitled to an 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 employees' 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 5: Meal Allowance**

The Employer will provide one (1) meal for all shifts longer than five (5) hours at a cost of two dollars and fifty cents (\$2.50) to the employee, the employee shall be entitled to a regular meal not including bottled drinks and pre-packaged products from outside suppliers.

**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,

Start date up to (5) five years	four (4)% vacation pay	two (2) weeks entitlement
Over (5) five years up to (9) nine years	six (6)% vacation pay	three (3) weeks entitlement
Over (9) nine years <b>up to 17 (seventeen) years</b>	eight (8)% vacation pay	four (4) weeks entitlement
<b>Over 17 (seventeen) years or more</b>	<b>ten (10%) vacation pay</b>	<b>five (5) weeks entitlement</b>

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.

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

**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:

- a) Seniority will be the deciding factor until January 31<sup>st</sup> of each calendar year after which vacations will be awarded on a first submissions basis.
- b) Operational Requirements
- c) Advanced Notification
- d) 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/manger must initial the form upon receipt, indicating that it was received on the date indicated. The vacation request form must be handed to the manger in person. Requests left under doors, on desks, or not given directly to a manager will not be considered.

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

### **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, Operational 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.

All Employer paid, approved leaves 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.

#### **Entitlement:**

Any employee who has been employed by the Employer for at least thirty (30) calendar days before the statutory holiday and has:

- (a) worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday;
- (b) All leave of absences for Union business of less than thirty (30) calendar days will be considered time worked for the purposes of calculating holiday pay.

**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 thirty (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 thirty (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 an employee is required to work on a statutory holiday:

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

- b) One and one half times (1 1/2x) the employee's regular wage for the time worked up to twelve (12) hours.

- c) Double (2x) the employee's regular wage for any time worked over twelve (12) hours and;

- d) An average day's pay, as determined using the above-mentioned formula.

**ARTICLE 10 SENIORITY**

**Section 1: Definitions**

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

"Operational Unit Seniority" means continuous service at a specific worksite, with the Employer.

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 effects more than one employee who starts on the same day, on the same site, the determining factor shall be order of hire.

### **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. 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.

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 Operational Unit Seniority within the Operational 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 Operational Unit 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)**

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

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

It is agreed that upon request of the Union, Service Seniority and Operational Unit Seniority lists 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 and Operational Unit 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:

- a) voluntarily leaves the employ of The Employer;
- b) is discharged by The Employer;
- c) is laid off and is not recalled to employment within the recall period;
- d) fails to return to work upon expiration of an authorized leave of absence;
- e) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- f) is absent without leave;
- g) accepts a severance package; or
- h) is unable to attend at his or her Operational Unit for reasons beyond The Employer's control.
- i) **uses an approved leave for reasons other than stated to the Employer.**

## **Section 7: Recall**

Employees will be recalled in order of Operational Unit Seniority within the Operational Unit 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 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: Transfer Rights**

Employees subject to layoff shall, during their recall period, and in the order of Service Seniority, have the right to transfer into a vacant position in a 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 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 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 9: Termination Notice**

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:

- a) after three (3) consecutive months of employment the equivalent of one (1) weeks' notice;
- b) after twelve (12) months of continuous employment the equivalent to two (2) weeks' notice;
- c) after 2 years of continuous employment the equivalent of three (3) weeks' notice; and
- d) 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.

### **Section 10: Operational Unit 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 seven (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 11: Seniority Lists**

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 to people 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.

An employee who is on the regular seniority list and voluntarily moves to the casual list will lose their regular operational seniority but will not have their service seniority affected.

### **Section 12: Assisting Other Units Covered by the FHA Collective Agreement**

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 13: General**

All seniority lists shall be updated every six (6) months.

### **Section 14: Training**

In a situation where a qualified person is unavailable 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.

## **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 Employer 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 an abuse, pattern or excessive use of sick days, when requested by the employer, the employee shall be responsible to provide a physician's note at the Employer's cost, for each absence due to illness/injury. The physician's note shall:

- a) Be completed by a medical physician qualified to practice general medicine in the Province of British Columbia.
- b) Be completed during the claimed absence.
- c) Provide documented dates on the physician's note that support the entire absence.

In addition to any paid sick leave an employee may be entitled, the Employer will grant additional unpaid leave of absence 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 Employer may require at the Employer's cost, an Employer Reporting Form and/or Medical Certificate or medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury.

The Employer may request that the employee attend an independent medical examination, the Union and 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.

## **Section 2: Union Business**

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.

The Employer will grant an unpaid leave of absence to employees who are elected as:

- a) representatives to attend Union meetings and Union conventions or as
- b) 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 three (3) in number or is more than one from any one Operational Unit; provided that the Employer will grant leave to more than three (3) employees or to more than one (1) employee from an Operational Unit where, in its opinion, it will not have the effect of interfering with The Employer's operational requirement.

The Union shall provide The Employer with as much advance notice, in writing, as possible but in no event less than in the case of (a) thirty (30) calendar days, and in the case of (b) 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:

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's operational needs, The Employer may extend the unpaid bereavement leave or may provide an unpaid 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 Observations**

Employees may request up to two (2) days leave without pay per calendar year to observe spiritual or holy 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 unscheduled vacation in which case the days taken shall be considered days worked for purpose of entitlement to statutory holiday pay.

#### **Section 7: Personal Family Leave**

Each employee shall be entitled to six (6) 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.

### **Section 8: Personal Leave**

An employee may apply for a leave of absence without pay for personal reasons for a period of up to 6 months. All requests must be received in writing two (2) weeks prior to the commencement of the leave. The Employer shall have the sole discretion to approve the request and approval will not be unreasonably withheld.

### **Section 9: Domestic Violence Leave**

- a) **The Parties recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.**
- b) **Employees experiencing domestic violence or abuse will be able to access a leave of absence as per the Employment Standards Act of BC.**
- c) **The employee, Union and Company will only disclose relevant information on a "need-to-know" basis to protect confidentiality while ensuring workplace safety.**

### **Section 10: Compassionate Care Leave**

Employees are entitled to up to twenty-seven (27) weeks of unpaid compassionate care leave annually if required to provide care and support for a family member who has a serious medical condition, and is at significant risk of death within twenty-six (26) weeks.

For these purposes, "family member" means any member of the employee's immediate family, or anyone else the employee considers to be like a close relative, regardless of blood, adoption, marriage or common-law partnership.

## **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:

- a) **Bell, C.**
- b) Gordon, J.
- c) **McEwan, J.**
- d) Johnston, D.
- e) **Nichols, J.**
- f) Sullivan, 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:

- a) 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.
- b) Within fourteen (14) calendar days of The Employer's 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.

- c) 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) **Bell, C.**
  - b) Gordon, J.
  - c) **McEwan, J.**
  - d) Johnston, D.
  - e) **Nichols, J.**
  - f) Sullivan, C.
- d) 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:
  - (i) alphabetically in the first arbitration under this Article; and
  - (ii) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- e) 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.
- f) The Arbitrator shall base his/her decision on evidence submitted by the Union and by The Employer's representatives, or their appointees.
- g) The Arbitrator's decision shall be final and binding on both parties.
- h) 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 paid 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 the higher classification, provided that he/she works at least three (3) hours in a 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. 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. **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. The Employer will give consideration to any negative impact the introduction of a new process or measure may have on employees.**

## 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 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 twenty (20) or more hours per week.

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

*Casual Employee:* An employee who does not work on a regularly scheduled basis

## **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: 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. The Employer shall pay eighty-five cents (\$.85) per shift worked. Each regular employee will be provided a minimum of three (3) complete uniforms. Casuals who work two (2) or more shifts per week will be provided with two (2) complete uniforms. Each employee who is entitled to a uniform shall be reimbursed to a maximum of **seventy-five dollars (\$75.00)** per year for providing their own pants and **CSA approved, non-slip shoes. Such allowance will be paid on a reimbursement basis and employees shall produce original receipts to collect payment.**

### **Section 3: 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 4: 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 5: Saving Clause**

### **1. 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:

- a) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- b) 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.
- c) If a mutual agreement cannot be struck as provided in (ii) above, the matter shall be arbitrated pursuant to Article 12 of this Agreement.

## **Section 6: Human Rights**

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

### **Personal and Sexual Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment in the workplace.

- a) **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. Including psychological harassment or bullying based on age, religion, physical size or weight, political belief or activity within the law, mental/physical disability, record of offences, source of income, and irrational fear of contracting an illness or disease.
  2. Deliberate gestures, comments, questions, representations, or other behaviour that are reasonably to be known to be unwelcome by the recipient and which serves no legitimate work-related purpose.
- b) Sexual Harassment means engaging in a course of vexations, 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.
- (c) **Procedure for filing complaints:**
  1. The Union and the Employer recognize the right of employees to work in an environment free from harassment.

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.

2. If a complaint is registered, it shall be handled in a timely manner in accordance with the Employer's harassment policies.
3. 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.
4. Unresolved complaints of Harassment may be pursued through the grievance procedure initiated after this process has been completed.
5. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

#### **ARTICLE 16: AGREEMENT TERM**

The term of this Agreement shall be from **October 1, 2019 to and including September 30, 2022** 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:

- a) the union goes on strike, or
- b) The Employer locks out its employees.

The operation of subsections 50(2) and (3) of the British Columbia *Labour Relations Code* are excluded.

**ARTICLE 17: EXECUTION**

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

DATED THIS 30<sup>th</sup> DAY OF October 2020.

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD**

  
Authorized Signatory

P. Chang  
Authorized Signatory

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

  
Authorized Signatory

  
Authorized Signatory

**APPENDIX A**

**Wage Rates and Adjustments**

**Classification**

	<b>Oct 1/2019 \$.20</b>	<b>Apr 1/2020 \$.25</b>	<b>Oct 1/2020 \$.20</b>	<b>Apr 1/2021 \$.20</b>	<b>Oct 1/2021 \$.25</b>	<b>Apr 1/2022 \$.20</b>
<b>General help</b>	<b>\$16.72</b>	<b>\$16.97</b>	<b>\$17.17</b>	<b>\$17.37</b>	<b>\$17.62</b>	<b>\$17.82</b>
<b>Driver</b>	<b>\$18.54</b>	<b>\$18.79</b>	<b>\$18.99</b>	<b>\$19.19</b>	<b>\$19.44</b>	<b>\$19.64</b>
<b>Lead hand</b>	<b>\$1.10 in addition to their regular rate of pay</b>					

**Shift Premium**

An additional thirty cents (\$0.30) per hour will be paid for all hours worked between 3:00 pm and 12:00 am and seventy-five cents (\$0.75) per hour will be paid for hours worked between 12:00 a.m. and 7:00 a.m.

## APPENDIX B

### Summary of Benefits

100 % of the cost of all Benefits will be paid by the employer.

Benefits are available to employees 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 Employer. Where an employee is eligible for Government Assistance such assistance shall be paid first before the Employer pays
Life and AD & D Insurance	\$25,000.00 coverage 100% Employer paid
Dental Plan	Basic Prevention Coverage, 100% Employer paid Beginning Oct 1/13, Major restorative 50% co-insurance \$1500.00 Annual Maximum Employer paid. To age 75
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% Employer paid. To age 75
Vision Care	\$300.00 per Employee and each family member for every 24 months. <b>\$50.00 per year in provinces where eye exams are not covered</b>
Paid Sick days	Six paid sick days per 12 months. March to February, 50% of unused sick time to maximum of 2 days to be paid out in March of each year.

Employees who have completed the probationary period and who are 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.

**Benefit Summary**

**Sun Life Group Policy**

**a. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

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

Employees at age 65 will be given the option of converting their life insurance and a.d.&d. at their own cost.

**Claim Secure Group Policy**

**EXTENDED HEALTH BENEFIT**

**1. DRUG BENEFIT  Yes**

**\*\*Drug Card\*\***

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Annual Deductible	Nil
d) Per Individual Maximums	\$2,500 per calendar year
e) Benefit Maximum Age	Retirement - 75
f) Dependent Age	21
g) Student Age	26
Includes: Diaphragms, I.U.D.'s; \$500/individual per lifetime for anti smoking agents; \$2,400/individual per lifetime for fertility; lancets	Covered

**2. MAJOR MEDICAL BENEFIT  Yes**

a) Annual Deductible Applicable	No
c) Schedule of Benefits	
Psychologist <input type="checkbox"/> Yes	\$1,000 per calendar year
Chiropractor <input type="checkbox"/> Yes	\$200 per calendar year
Naturopath <input type="checkbox"/> Yes	\$200 per calendar year
Podiatrist or Chiropodist <input type="checkbox"/> Yes	\$200 per calendar year
Nutritionist/Dietician <input type="checkbox"/> Yes	\$200 per calendar year
Speech Therapist <input type="checkbox"/> Yes	\$200 per calendar year
Physiotherapy <input type="checkbox"/> Yes	\$200 per calendar year
Osteopaths <input type="checkbox"/> Yes	\$200 per calendar year
Massage Therapy <input type="checkbox"/> Yes	\$400 per calendar year
Private Duty Nursing <input type="checkbox"/> Yes	\$10,000 per calendar year
Medical Equipment <input type="checkbox"/> Yes	Covered
Medical Prosthesis <input type="checkbox"/> Yes	Covered
Medical Supplies <input type="checkbox"/> Yes	Covered
Ambulance Services <input type="checkbox"/> Yes	Covered
Hearing Aids <input type="checkbox"/> Yes	\$500 every 5 years
Orthotics <input type="checkbox"/> Yes	\$300 per year

Orthopedic Shoes Custom Made <input type="checkbox"/> Yes	Combined with Orthotics maximum
d) Survivor Benefits <input type="checkbox"/> Yes	2 years
e) Benefit Maximum Age (termination)	Retirement – 75
f) Dependant Age	21
g) Student Age	26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)	\$100,000

### 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 – 75
f) Dependent Age	21
g) Student Age	26
h) Eye Exams	\$50.00 per year in provinces where eye exams are not covered

### 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 – 75
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 - 75
l) Dependent Age	21
m) Student Age	26



n) TMJ Lifetime Maximum	\$1,000
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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 75 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. Employees who are off work for any reason will be entitled to receive benefits for a period of 12 months from the last day worked, after 12 months the employee will no longer be entitled for benefits contained herein.

**LETTER OF UNDERSTANDING #1**

**BY AND BETWEEN: COMPASS GROUP CANADA LTD.  
DOING BUSINESS AS EUREST SERVICES**

**AND: UNITED STEELWORKERS, LOCAL UNION 2009**

**RE: ARTICLE 2, SECTION 2**

Notwithstanding Article 2, Section 2, the Parties agree that there shall be no increase in the number of Management positions in the existing locations during the term of this Collective Agreement without the Union's prior agreement and such agreement will not be unreasonably withheld. It is understood that the number of Management positions may increase in response to expansion of the Employer's operations. Further, there shall be no bumping into an hourly position by a Manager.

The current number of Management positions is 19, distributed as follows:

- Burnaby Hospital – 4
- Eagle Ridge Hospital – 1
- Langley Memorial Hospital – 1
- Peace Arch Hospital – 1
- Ridge Meadows Hospital – 1
- Royal Columbian Hospital – 6
- Surrey Memorial Hospital - 5

Dated this 20<sup>th</sup> day of October, 2020.

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD**

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Authorized Signatory

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Authorized Signatory

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

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**LETTER OF UNDERSTANDING #2**

**BY AND BETWEEN: COMPASS GROUP CANADA LTD.  
DOING BUSINESS AS EUREST SERVICES  
AND: UNITED STEELWORKERS, LOCAL UNION 2009**

**Re: Operational Unit Seniority**

The Parties agree that employees shall have one identified Operational Unit (generally the site to which they were hired, or where they have a regular posted position), and that their Operational Unit seniority as defined in Article 10 shall apply at that site.

Recognizing that there are employees that frequently work shifts in more than one site, the Parties agree to give consideration to these employees who wish to post on available positions in sites they frequently work, as well as those in which they have Operational seniority. This will allow fair recognition of time spent, and consideration of length of service with the Employer. If such an employee is successful in posting to a different site, the provisions of Article 10, Section 10 shall apply.

Dated this 20th day of October, 2020.

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD**

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

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**LETTER OF UNDERSTANDING #3**

**BY AND BETWEEN: COMPASS GROUP CANADA LTD.  
DOING BUSINESS AS EUREST SERVICES**

**AND: UNITED STEELWORKERS, LOCAL UNION 2009**

**Re: Termination Pay**

Notwithstanding Article 10, Section 9, anyone hired prior to April 1, 2016 will be subject to the following:

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:

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

Dated this 20<sup>th</sup> day of October, 2016.

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD**

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**UNITED STEELWORKERS, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
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**LETTER OF UNDERSTANDING #4**

**BY AND BETWEEN: COMPASS GROUP CANADA LTD.  
DOING BUSINESS AS EUREST SERVICES**

**AND: UNITED STEELWORKERS, LOCAL UNION 2009**

**Re: Covid-19 Temporary Lay-off – Seniority Retention Period**

The unanticipated and unprecedented business situation created as a result of the Covid-19 pandemic has had significant impact on the business operations of the Employer resulting in the temporary lay-off of several retail employees at the Employer's Fraser Health Authority locations.

The Union and the Employer have discussed the impact of a lay-off exceeding the Recall Period (Article 10, Section 4). The Union and the Employer agree to extend the Recall Period after which an employee loses seniority and is deemed terminated upon being on continuous layoff from six (6) months to eighteen (18) months. At the end of the temporary extension to the Recall Period the Parties will discuss whether employees still remain on layoff and if a further extension may be needed.

Employees currently on a temporary lay-off as per above and if already enrolled in the health benefits plan, may continue coverage at their own cost for the duration of their layoff as per above.

Dated this 30th day of October, 2016.

**COMPASS GROUP CANADA (HEALTH SERVICES) LTD**

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