

# Suncor Based Plant

(Borealis, Millenium, Hudson)

## COLLECTIVE AGREEMENT

By and Between:

UNITE HERE Local 47



AND

Compass Group Canada Ltd  
First North Catering

EFFECTIVE:

July 1, **2012** to June 30, **2016**

14592 (01)

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# COLLECTIVE AGREEMENT

BY AND BETWEEN:

UNITE HERE LOCAL 47

(hereinafter referred to as "The Union") AND:

Compass Group Canada Ltd - First North Catering

(hereinafter referred to as "The Employer")

## **ARTICLE 1- OBJECTS**

1.01 The objects of this Agreement are to stabilize the food service and catering industry; provide fair and reasonable working conditions and job security for employees; prevent strikes and lock-outs; record the terms of agreement as to conditions of employment, hours of work and rates of pay, and generally to assure the highest quality of production obtainable by the most economical and efficient conduct of the Employer's operations, the cleanliness and protection of the Employer's property, reasonable provisions for the safety and health of employees and the prompt and fair disposition of disputes arising out of this Agreement.

## **ARTICLE 2 - DURATION**

2.01 **This Agreement shall be for a period from July 1, 2012 to and including June 30, 2016, and from year to year thereafter subject to the right of either party to the Agreement, within one hundred and twenty (120) days immediately preceding but not less than sixty (60) days preceding the date of expiry of this**

agreement, June 30, 2016, or immediately preceding the 30th day of March 31 in any year thereafter, by written notice to require the other party to the agreement to commence collective bargaining. Should either party give written notice aforesaid, the 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 shall lock out its employees; or
- (c) the parties shall conclude a renewal or revision of this Agreement or enter into a new collective Agreement, whichever is the earliest.

2.02 **The** Employer and the Union agree that there shall be no strike or lockout for the duration of this agreement.

## **ARTICLE 3 - EXTENT**

### 3.01 APPLICATION

This Agreement shall apply to all work performed by employees of the Employer in the classification listed herein, on the work being performed at the Suncor based plant (Millenium, Borealis **and Hudson Lodge** sites).

## 3.02 EXCEPTIONS

### **This Agreement shall not apply to:**

The Employer's employees excluded by the Labour Relations Code nor to any other employee or employees subsequently excluded by supplementary agreement between the Employer and the Union and without limiting the generality of the foregoing to the under mentioned employees;

Technical, Professional and Supervisory Staff, Operating Engineers and Firemen, First Aid Attendants, **Loss Management Personnel** or Office and Clerical Personnel.

## 3.03 EFFECT OF LEGISLATION

Should any part hereof or any provision herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdictions, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

**3.04 The Employer signatory to this Agreement will not subcontract any work within the jurisdiction of the Union, which is to be performed at the job site, except to a contractor who is signatory to this Collective Agreement.**

**3.05 The Employer recognizes the Union as the sole and exclusive bargaining agent and agrees to negotiate only with UNITE HERE Local 47 on any and all**

**matters affecting relations between the Employer and the Employees.**

**ARTICLE 4 - UNION SECURITY**

- 4.01 All employees covered by this Agreement shall, as condition of employment, be members of the Union, or make application for membership.
- 4.02 The Employer shall requisition employees from the Union, giving the Union thirty six (36) **Union Hall business** hours' notice and in the event that the Union is unable to supply qualified workers, then the Employer may engage workers from any source. It is agreed that this source of hiring will be by the Employer providing the Union with a resume and the Union will contact the individual to confirm eligibility.
- 4.03 **All employees covered by this Agreement must be members of the Union or** shall make application and join the Union within thirty to forty five (30-45) days of their date of employment and maintain their membership in good standing. An individual failing to make application as required may be replaced by a competent Union tradesperson when available.
- 4.04 All employees shall, receive clearance from the Union Hall **prior to commencing employment and must work in the classification as dispatched.**
- 4.05 Any employee who fails to maintain their membership in the Union as **described** by reason of refusal to pay dues shall be subject to discharge after seven (7) days written notice to the **Employer** of said employee's refusal to maintain membership.

- 4.06 The Union agrees to indemnify the **Employer** and hold it harmless for damages and penalties that may arise out of or by reason of any action that may be taken by the **Employer** for the purpose of complying with the provisions of the Article.
- 4.07 No employee shall be compelled, or allowed to enter into any individual contract or agreement with the **Employer** concerning the conditions of employment or varying the conditions of employment contained herein.
- 4.08 **The Employer reserves the right to employ up to twenty-five percent (25%) local employees. "Local" employees will be defined as:**
- A full-time permanent resident of the Wood Buffalo Regional Municipality or a member of the local aboriginal community, or;**
- Someone with a local address who has residency for a minimum of three (3) months.**
- If there is any doubt as to whether or not a person meets the residency requirements, the Employer and the Union agree to meet to determine the residency of the person.**
- The method of employment shall be as per Article 4.02.**
- 4.09 **The Employer has the right to name hire the Chef, Baker, 1st Cook and Head Camp Attendant by request for each camp facility on the Suncor Based Plant site from the Union. The specific name hire request must be a member in good standing of UNITE HERE.**

- 4.10 The Employer shall provide one (1) hour for the Job Steward or Union Representative to conduct a Union orientation for each employee or group of employees on the Employer's time.**

## **ARTICLE 5 - CHECK-OFF**

- 5.01 The Employer agrees to deduct initiation fees, Union dues and assessments on the following pay period, such authorization to be completed and signed by the employee on commencement of employment. The Employer shall deduct monthly dues wherever the employee may be employed, provided they have completed four (4) hours per calendar month on any job in the Province of Alberta, these monies to be remitted by the Employer by the fifteenth (15<sup>th</sup>) day of the month following in which these deductions were made. Remittance reports shall be forwarded to the Ranking Officer of the Union in an electronic format.**

## **ARTICLE 6 - JOB STEWARDS AND UNION REPRESENTATIVES**

- 6.01 Job Stewards shall be recognized by this Agreement and shall not be discriminated against. One Job Steward shall be recognized as the Walking Job Steward. The Walking Job Steward will be scheduled to work the day shift and will work 50/50 Employer/Union.**

**\* See LOU # 1 for Hudson Lodge details.**

The Union will notify the Employer in writing of the name of the Job Steward who is recognized as



spokes**person** and of any change thereof. The Job Steward shall not be terminated in **their** classification except on job completion or, if terminated for cause, in which case the cause shall be stated in writing to the Union. Reasonable time shall be given to the Job Steward to carry out **their** duties without loss of pay.

6.02 **Union** Representatives shall have access to the Camp covered by this Agreement in the carrying out of their regular duties and will not unduly disrupt the work force.

## **ARTICLE 7 - MANAGEMENT OF EMPLOYEES**

7.01 The Employer has the right to manage **their** operations, which right includes, but is not limited to, the hiring and direction of the working forces, the right to hire, discharge, promote, transfer, lay off and terminate employees for cause, the determination of job content, the assignment of all work and the determination of the qualifications of each employee to perform such work, the methods and processes and means of production in the carrying out of **their** obligations and services, providing the Employer in exercising **their** rights, observes the provisions of this Agreement. The Employer also has the right to adoption, publication and enforcement of all rules for the promotion of safety, health, efficiency and for the protection of the employees, and the Employer's property, equipment, products and service. The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

## ARTICLE 8 – HOURS OF LABOUR, SHIFTS

8.01 Five (5) consecutive days shall constitute an employee's work week, Monday to Friday inclusive, commencing Sunday midnight. No employee covered within the scope of this Agreement shall be employed at straight time for more than:

1. Eight (8) hours in any one day
2. Forty (40) hours in any one week.

### 8.02 SHIFTS

The Employer will schedule and operate shifts such as may be required, and such shifts shall be either in conjunction or overlapping. **The assignment of shifts shall be by seniority within classification. In the event there is a shortage of work for all present employees in lieu of a layoff those employees without sufficient seniority may request to “sit out” on that day.**

### 8.03 SPLIT SHIFT PREMIUM

An employee whose work schedule requires **them** to work a split shift shall be paid an additional sixty (\$0.60) cents per hour. Employees not residing in the Employer's facility, shall be exempt from being directed to work split shift, as long as there are visible eight (8) or ten (10) hours straight time shifts being worked, and the employee has the qualification and proficiency in that position. Split shifts shall be confined within a continuous twelve (12) hour period.

#### 8.04 **NIGHT SHIFT PREMIUM**

All employees working on a night shift shall **receive** an additional seventy-five (\$0.75) cents per hour. To qualify for **night shift** premium **the employee must work at least** four (4) hours **of a shift** between 8:00p.m. and 6:00a.m.

8.05 When work on a split shift is being done on night shift, both premiums shall apply.

#### 8.06 **SCHEDULES**

**The Employer will schedule employee work shifts as per operational requirements. These work schedules are subject to change based on camp occupancy with twenty-four (24) hours' notice where possible but not less than twelve (12) hours' notice. If less than twelve (12) hours' notice the employee is to be paid for the shift at the prevailing rate of pay. Such notice is not required for shortage of work layoff.**

**The work schedule will include:**

- (a) The name of the employee scheduled to work**
- (b) The classification of the employee**
- (c) The starting and completion of work times**
- (d) Specified meal and rest period times.**

**The Employer agrees to post the weekly work schedule by Wednesday noon for the following week.**

## 8.07 REST PERIOD

All employees shall be **entitled to** two (2) ten (10) minute rest periods each in addition to meal times and at a time to be determined by the Employer; such minutes to be taken on the Employer's time.

**\* See LOU # 1 for Hudson Lodge details.**

## 8.08 CALL OUT TIME

Where an employee is called back for work later than one (1) hour after regular shift, and no work is performed, **they** shall be paid two (2) hours:

- (a) On regular shift- at straight time rate;
- (b) On other than regular shifts- at prevailing overtime rate.

Where an employee is called out to work at any time and work is performed, **they** shall be paid a minimum of three (3) hours:

- (a) On regular shifts- at straight time rate;
- (b) On other than regular shifts - prevailing overtime rate.

## 8.09 **It is agreed that there shall be no compounding or pyramiding of any overtime in this Agreement.**

## 8.10 COMPRESSED WORK WEEK OF FOUR TENS

On a compressed work week of four tens (4x10s) the following shall constitute the hours of work for the employees covered by this Agreement.

1. Four (4) consecutive days, Monday to Thursday, straight time up to ten (10) hours per day.

2. The fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days to be paid at double (2X) time the hourly rate.
3. All hours in excess of the ten (10) hours within twelve (12) hours from commencement of shift shall be paid at one and one half times (1 ½X). Any time over twelve (12) hours from commencement of shift will be paid at double time (2) times the hourly rate.

**8.11** In a work week consisting of four tens (4x10s), four (4) consecutive days shall constitute an employee's work week, Monday to Thursday inclusive, commencing Sunday midnight.

**8.12** No employee covered within this scope of this Agreement shall be employed at straight time for more than:

- (a) Ten (10) hours in any one day;
- (b) Forty (40) hours in any one week;

**8.13** **The Union may request copies of time cards, time sheets and hours worked and such requests shall not be unreasonably denied.**

**8.14** **There will be a clear eight (8) hours of rest between shifts. In the event there are not a clear eight (8) hours of rest between shifts the subsequent shift shall be paid at a .5 hour premium for all hours worked.**

## **ARTICLE 9 - OVERTIME AND PREMIUM PAY**

**9.01** Time and one half (1 ½X) will be paid for the first two (2) hours worked in excess of the hours of work set out

in Article 8 the remainder shall be at double (2X) time.

9.02 Premium payment shall be as follows:

All Saturdays, Sundays and statutory holidays shall be paid at double (2X) time.

9.03 When computing overtime payment, shift premium shall not be included in the computation.

9.04 All overtime to be distributed in a fair and equitable manner according to classification, qualifications, and availability. **All Premium time to be distributed based on seniority within classification.**

## **ARTICLE 10 - SENIORITY SYSTEM**

10.01 **A Site seniority system shall be established. All layoffs and assignment of shifts shall be made according to seniority and classification. Members dispatched to a job shall be entered on the seniority list, from date of hire.**

**\* See LOU # 1 for Hudson Lodge details.**

10.02 In the event of lay offs bumping will be allowed to any lower classification to which the employee was last dispatched.

10.03 An employee shall have been continuously employed for **one hundred and eighty (180)** calendar days to be eligible for the above cited seniority system.

10.04 The Employer shall **prepare and maintain a seniority list, and revise and keep said list current. A copy of the seniority list shall be forwarded to the Union upon request.**

- 10.05 **Employee dispatch slips shall show the dispatch number. The Employer is to ensure Supervisors and Job Stewards are supplied with a copy. Employees in the same classification who are dispatched on the same day, the lower the dispatch number assigned the greater the seniority that Employee has.**
- 10.06 In the event of a layoff:
- (a) **Work Permits shall be laid off before any member in each classification;**
  - (b) **Employees who have not attained seniority status will be laid off before members who have attained seniority;**
  - (c) **Employees who have obtained their seniority will be laid off in reverse order. Employees obtaining seniority on the same date will be laid off by reverse order of their dispatch number.**
- 10.07 If an Employee is absent for bona fide sickness, recognized under the Health and Welfare Plan, or is absent because of a compensable injury by accident or Worker's Compensation Board, those days of absence are to be counted for the purpose of calculating seniority. Should an employee receive notice of lay off while on a bona fide Health & Welfare Compensation Claim they will not accumulate any further seniority effective their layoff date.

## **10.08 CHRISTMAS RECALL**

**The Employer and the Union agree that the following guidelines are to be applied to all layoff/staff reduction as a result of the Christmas Holiday Camp occupancy reduction between December 1st and January 31st of each year.**

**When the Camp(s) occupancy decreases as a result of the Christmas shutdown the Employer agrees to layoff the workers by way of seniority (date of hire) within the Classification requiring the reduction. Each employee will be entitled to re-call to their former position in reverse order of the layoff between the dates listed above.**

**Seniority shall not accrue during the layoff period for those employees that have not reached the qualifying time as per Article 10.03, the time shall recommence upon their return to work.**

**For the purposes of Article 10.08 “bumping” will not be allowed.**

## **ARTICLE 11 – PROMOTIONS**

**11.01 The Employer shall notify the Union within twenty-four (24) hours of all promotions and demotions within the bargaining unit.**

**11.02 If an Employee is promoted to a higher classification for less than forty-five (45) days worked and the employee returns to their former classification, the time spent in the higher classification will be credited to the employee’s**



**seniority. After forty-five (45) days worked the employee will have a seniority date of the first day worked in the classification.**

**11.03 If an Employee is demoted to their former classification their seniority will be from their original date of hire.**

## **ARTICLE 12 - WAGE AND HOURLY COST ITEMS**

**12.01** The minimum wage rates provide in Appendix "A" shall remain in effect throughout the specified or extended term of the Agreement.

### **12.02 CLASSIFICATION**

In the events of new methods being introduced to perform work not covered by the classifications specified in the Collective Agreement, such new classifications may be mutually agreed upon between the Employer and the Union. Failing mutual agreement, the matter shall be referred to the Grievance Procedure.

**12.03** When, to meet the Employer's requirements, an employee is temporarily transferred to a lower classification job while work is still available for **them** at **their** regular job, **they** shall receive the wage rate for **their** regular job.

**12.04** When, due to shortage of work, an employee is transferred to a lower classification as an alternative to lay-off **they** shall receive the wage rate for such lower classification job effective the day following such transfer.

**12.05** When an employee is temporarily transferred to a higher classification, **they** shall receive the wage rate for such higher classification for the hours worked at such higher classification. A temporary transfer shall not normally exceed **forty-five (45) calendar days** after which the employee shall either revert to **their** previous classification or transfer permanently to the new classification except where the employee is substituting for an employee absent for reasons of sickness, vacation or other approved absence in which case, the temporary transfer may extend for a longer period.

**12.06** Payment of wages under this Agreement shall be made bi-weekly, and shall be up to a day not more than seven (7) calendar days prior to the date of payment. The normal method of payment will be by direct deposit however alternative arrangements will be made for those employees who do not have a bank account.

When an employee is terminated all wages and holiday pay due shall be paid or arrangements made not later than the following day to mail these to the employee.

The responsibility rests with the employee to state clearly **their** forwarding address where final cheques are to be mailed. Pay day shall be Thursday.

**12.07** The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time, premium time and overtime rates, the wage rate and total deductions from the amount earned.

**12.08** Daily time cards shall be made available for all employees. The time worked shall be filled in and signed by the employee concerned at the completion of the shift. No change shall be made to such time card. The time recorded shall be verified by the employee's supervisor.

## **ARTICLE 13 - ANNUAL AND STATUTORY HOLIDAYS**

**13.01** Vacation pay and statutory pay will be combined in an amount equal to ten percent (10%) of gross wages to be paid on each bi-weekly pay cheque.

**13.02** Each member covered by this Agreement shall receive the amount as set out for annual vacation pay and statutory holiday pay as defined in this Agreement. The annual vacation period shall be at a time mutually agreed upon between the Employer and the employee between the tenth (10<sup>th</sup>) and the twelfth (12<sup>th</sup>) month of continuous employment.

**13.03** The recognized Statutory Holidays are:

New Years' Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday (i.e. 1st Monday in August)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

**13.04** When a Statutory Holiday falls on a Saturday and/or Sunday, the following work day(s) will be observed:

Monday and/or Tuesday.

- 13.05 All work performed on Statutory Holidays, or days observed in place of Statutory Holidays, shall be paid for at double time **(2X)** rates in addition to the statutory and annual holiday pay as outlined above. On all occasions where an employee is required to work on a Statutory Holiday, there shall be no day off in lieu thereof.
- 13.06 Should a day be declared a Statutory Holiday by the Federal and/or Provincial Government on a permanent basis, in addition to those named above, then vacation pay and statutory holiday pay combined in an amount equal to ten percent (10%) shall be paid commencing on the date such holiday is observed.

### **Vacation Requests**

- 13.07 **Employees shall have preference according to seniority with respect to annual vacation within their departments and classifications provided they file application by January 15th of each year for vacations to be taken between April 1st and December 31st of that year. The Employer will respond to these applications in writing by March 1st.**

**Employees requesting annual vacation for between January 1st and March 31st each year shall make their application in writing by October 15th of the previous year and the Employer will respond by November 30th of the previous year.**

**Employees will be entitled to three (3) weeks of vacation leave annually.**

**Applications filed in writing outside these guidelines must be answered in writing within thirty (30) days from receipt of the application, with vacations being granted on a first come first serve basis.**

## **ARTICLE 14 – LEAVE**

- 14.01 An Employee may request a leave of absence, without pay, not to exceed four (4) months upon written application to the Employer. The application must be submitted four (4) weeks in advance of the requested leave and must be approved by the Employer in writing with a copy sent to the Union. Such leave will not be unreasonably denied. An Employee shall not lose their seniority while on an approved leave of absence.**
- 14.02 The employee, after completing sixty-five (65) consecutive days of employment, will be entitled to ten (10) days leave of absence, without pay, providing that employee returns to the job within ten (10) days. Permission for leave of absence not to be unreasonably **withheld** by the Employer.

### **MATERNITY/PARENTAL LEAVE**

- 14.03 The Employer shall grant **maternity and/or** parental leave as per applicable Legislation.

### **UNION LEAVE**

- 14.04 The Employer may grant, in writing, a leave of absence without pay to an employee who is elected or appointed to attend Union conventions, to participate in negotiations involving the**

**Employer, and for other Union business or courses. The Employer agrees to co-operate with the Union to grant such leave. Such requests will not be unreasonably withheld.**

- 14.05 The Employer shall grant, in writing, a leave of absence without pay to employees who are appointed or elected to an Executive position in the Union for a period up to and including five (5) years. The employee who obtains this Leave of Absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.**

#### **BEREAVEMENT LEAVE**

- 14.06 In the case of bereavement in an employee's immediate family (spouse, mother, father, sister, brother, son, daughter, grandparent, grandchild), an employee, upon application, will be granted one (1) day of paid leave at straight time for the day of the funeral, and will be entitled to take up to seven (7) consecutive days of unpaid leave. If an employee requires additional unpaid leave the request, submitted in writing, will not be unreasonably denied. Proof of loss may be required. Bus fare only, in and out, will be supplied by the Employer.**

#### **ARTICLE 15 - HEALTH AND WELFARE PLAN**

- 15.01 The Employer agrees that all employees covered by this Agreement shall be covered **under** and protected by the Health and Welfare Plan provided for by UNITE**

HERE Local 47. The Employer shall contribute on behalf of each employee covered by this Agreement, an amount equal to two dollars and fifteen cents (\$2.15) for each hour of employment performed by the employee.

- 15.02 The Employer agrees to forward all monies payable **under 15.01 on or before the fifteenth (15th) day of the month following performance of work and shall forward such to the Administrator of the UNITE HERE Local 47 Health and Welfare Plan. Remittance reports shall be forwarded to the Administrator in an electronic format.**
- 15.03 In the event an Employer fails to remit contributions to this Plan, **in conformity** with this clause of the Agreement, the Union is free to take any economic action it deems necessary against such Employer and such actions shall not be considered a violation of this Agreement.
- 15.04 **A Representative of the Union** may inspect, during regular business hours, an Employer's record of time worked by the employees and contributions made to the Plan. **Such requests will be from the Union office in writing.**

## **ARTICLE 16 - PENSION PLAN**

- 16.01 The Employer shall contribute four dollars and twenty five cents (\$4.25) for each hour worked to the UNITE HERE Local 47 Pension Plan, in trust, or to such other person or corporation, in trust as the parties may agree from time to time, in writing on behalf of every employee covered by this Agreement.

- 16.02** The Employer agrees to forward all monies payable under 16.01 on or before the fifteenth (15<sup>th</sup>) day of the month following performance of work and shall forward such monies to the Administrator of the UNITE HERE Local 47 Pension Plan. Remittance reports shall be forwarded to the Administrator in an electronic format.
- 16.03 In the event the Employer fails to remit contributions to this Plan, in conformity with this clause of the Agreement, the Union is free to take any economic action it deems necessary against the Employer, and such action shall not be considered a violation of this Agreement.
- 16.04 A Representative of **the Union** may inspect, during regular business hours, an Employer's record of time worked by employees and contributions made to the Plan. **Such requests will be from the Union office in writing.**

## **ARTICLE 17 - CAMP CULINARY INDUSTRY ADVANCEMENT FUND**

- 17.01 The Employer agrees to remit to the **Trustees of the Camp Culinary Industry Advancement Fund or their Administrator as from time to time directed** an amount equal to fifteen (\$0.15) for each hour worked by each employee covered by this Agreement. **These monies shall be remitted with an electronic report on or before the fifteenth (15<sup>th</sup>) day of the month following.**

**The main purpose of the Trust shall be improving of the Camp Culinary Industry and the furthering of**



**the training and employment of the Camp Culinary Industry employees.**

**The liability of the Employer for the Camp Culinary Industry Advancement Fund shall be limited to making the prescribed contributions in the prescribed fashion.**

- 17.02** Such contributions shall continue for the duration of this collective agreement or until such times as the fund ceases to exist or ceases to accept contributions.

## **ARTICLE 18 - BENEVOLENT FUND**

- 18.01** Effective July 1, 2014. Five Cents (\$0.05) per hour for each hour worked by all employees covered by this Agreement shall be contributed by the Employer to Union's Benevolent Fund and administered by the Union's Benevolent Fund.

- 18.02** The Employer agrees to remit to the Ranking Officer of the Union these monies and an electronic report in the format requested by the fifteenth (15<sup>th</sup>) day of the month following in which these deductions were made.

- 18.03** Such contributions shall continue for the duration of this Collective Agreement or until such time as the fund ceases to exist or ceases to accept contributions.

## **ARTICLE 19 - COMMUNITY FUND**

- 19.01** Effective January 1, 2013. Ten Cents (\$0.10) per hour for each hour worked by all employees

**covered by this Agreement shall be contributed by the Employer to the Union's Community Fund and administered by the Union's Community Fund.**

**\* See LOU # 1 for Hudson Lodge details.**

- 19.02 The Employer agrees to remit to the Ranking Officer of the Union these monies and an electronic report in the format requested by the fifteenth (15<sup>th</sup>) day of the month following in which these deductions were made.**
- 19.03 Such contributions shall continue for the duration of this Collective Agreement or until such time as the fund ceases to exist or ceases to accept contributions.**

## **ARTICLE 20 - BUILDING TRADES ASSESSMENT**

- 20.01 The Employer agrees to remit to the Ranking Officer of the Union six cents (\$0.06) per hour for each hour worked by the members covered by this Agreement. This money and electronic report shall be forwarded to the Ranking Officer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following in which work was performed.**

## **ARTICLE 21 - WORKING CONDITIONS**

- 21.01 Employees covered by this Agreement shall take direction from the Department Head they are assigned or a Department Head designated by the Manager. If the Department Head is not immediately available, then direction will come from the Manager.**

21.02 No employee, while on the Employer's payroll, shall engage in other employment for financial gain, provided **they are** working or offered work by the Employer to the extent of the regular hours provided in this Agreement.

21.03 Except as otherwise provided herein, uniforms and tools as required by the Employer to be used by employees will be supplied by the Employer. Any shortages will be paid by the employee not to exceed the cost of such uniforms or tools.

**The Employer will pay an allowance for required non-slip shoes to each current employee the amount of one dollar and fifteen cents (\$1.15) per week of employment.**

**All new employees who complete the first sixty (60) calendar days of employment will receive a one-time non-slip shoe allowance of sixty dollars (\$60.00). After completing the first sixty (60) calendar days of employment the employee will receive the weekly non-slip shoe allowance of one dollar and fifteen cents (\$1.15).**

21.04 Nothing herein shall prevent any employee from supplying **their** own tools. However, any employee so doing will be required to file with the Employer an inventory of all tools brought on the job and the Employer may check this inventory against the tools taken off the job by the employee.

21.05 **At each camp a** working **Head Camp Attendant** will be designated where more than three (3) camp attendants are employed at that camp.

- 21.06 All employees must be classified to their jobs and dispatched under a classification as requested by the Employer.
- 21.07 No employee shall be dismissed for late arrival; if such late arrival is due to accident or transportation problems and the employee notifies the employer upon arrival at the work site.
- 21.08 Should the cafeteria at Suncor be contracted to some other company, the parties shall meet to resolve any possibility of integrating cafeteria employees into the existing camp structure.
- 21.09 When defining camp occupancy, this shall be determined by the addition of all boarders, this to include all employed workers of UNITE HERE Local 47 on site.
- 21.10 **When a meal which consists of two (2) or more “choices” is being prepared, a chef and/or a first cook shall be on duty.**
- 21.11 **The Employer shall supply suitable seasonal protective clothing for unloading of kitchen supplies and snow removal.**
- 21.12 **Employees who have worked on night shift for ninety (90) calendar days may request a transfer to day shift and the Employer will give consideration to such a request. Such request shall not be unreasonably withheld.**
- 21.13 **No employee shall be terminated for late arrivals due to transportation problems or accidents provided the employee, at the earliest possible time,**

has notified the Employer that they are not going to be able to report for work as scheduled to allow the Employer time to cover the absence. Said employee will make arrangements to attend work within twenty-four (24) hours provided said employee is physically capable of returning to work.

**21.14 UNIFORMS:**

The Employer will provide sufficient uniforms to employees, which will not exceed four (4) uniforms;

The laundering of uniforms will be performed by a Utility employee;

\* See LOU # 1 for Hudson Lodge details.

The laundering of uniforms will be performed during regular working hours and will not result in overtime or premium pay being paid to the employee performing the work.

**ARTICLE 22 - WORKLOAD**

**22.01 WORKLOAD FOR CAMP ATTENDANTS AT M ILLENNIUM LODGE SHALL BE:**

49 occupied rooms

1 hallway

1 ablution unit

1 dryroom

1 laundry room

\* **1 Toolbox meeting (5 minutes)**

**On day towels are replaced a reduction of six (6) rooms**

**\* In the event the Toolbox meeting exceeds ten (10) minutes there shall be a credit of one (1) occupied room. If Toolbox exceeds fifteen (15) minutes there shall be a credit of two (2) occupied rooms.**

WORKLOAD FOR CAMP ATTENDANTS AT BOREALIS LODGE SHALL BE:

40 occupied rooms

20 Washrooms

**\* 1 Toolbox meeting (5 minutes)**

**On day towels are replaced a reduction of six (6) rooms**

**\* In the event the Toolbox meeting exceeds ten (10) minutes there shall be a credit of one (1) occupied room. If Toolbox exceeds fifteen (15) minutes there shall be a credit of two (2) occupied rooms.**

**\* See LOU # 1 for Hudson Lodge details.**

Where the Camp Attendants work a ten (10) hour day, the work load shall be prorated.

**22.02 If the window panels must be removed the camp attendant will not be required to take out the windows.**

**22.03 A janitorial wagon will be supplied for each unit for the camp attendants use.**

**22.04 In the event that circumstances arise concerning workloads, it is agreed and understood that such Grievances shall be resolved by mutual agreement between two (2) designated members of Local 47 representing the Employee and two (2) designated representatives of the Employer. If grievance is**

**unresolved at this point both parties to proceed to Grievance Procedure, Article 29.**

- 22.05** Where a utility person is employed, such person may cover other areas of work not provided for in this agreement.
- 22.06** All Camp Attendants are to complete one (1) walk down as part of their regular duties each day. A workload adjustment credit is to be applied to any Camp Attendant who is required to complete additional walk downs in the course of their work day. The credit will be two (2) rooms per additional assigned walk down.
- 22.07** When calculating the number of rooms to meet the workload requirements the Employer shall concede two (2) rooms for the third (3<sup>rd</sup>) bunkhouse entered and an additional two (2) rooms for any additional bunkhouse entered after the third (3<sup>rd</sup>).
- 22.08** When it is necessary to work more than one (1) bunkhouse to fill workload requirements the Employer will attempt to assign bunkhouses in the immediate area.
- 22.09** The parties agree that prior to new workplace assignments or duties being introduced or implemented in the Camp Attendant classification the Employer will review with the Ranking Office (or designate) of the Union. Any additional work assignment shall be subject to Article 22.04 prior to the assignment.

**\* See LOU # 1 for Hudson Lodge details.**

## ARTICLE 23 - TRANSPORTATION

- 23.01 Point of dispatch shall be Edmonton, Alberta.
- 23.02 The Employer shall pay for All Employees the amount of (\$450.00) four hundred and fifty dollars a month travel subsidy. Employees will begin to receive monies after working the first thirty (30) days and every month thereafter. Monies to be paid on the first payroll of each month.
- 23.03 New hires shall receive initial transportation (**Red Arrow** bus fare or equivalent) to and from the job site to be provided by the **Employer**.

## ARTICLE 24 - ROOM AND BOARD

- 24.01 Each employee choosing to reside in the camp **during their scheduled work rotation is eligible for camp privileges and shall be supplied with standard camp accommodation at no cost to the Employee.**
- 24.02 If the housing office or the Employer request that the employee change their camp residency (room) if during working hours, shall be at the employers time. If the employee is asked to move after working hours the employee will be paid one (1) hour at their prevailing rate of pay per hour.

## ARTICLE 25 - SAFETY AND HEALTH

- 25.01 Accident prevention regulations made pursuant to the Workers Compensation Act, together with those adopted and published by the Employer shall be observed at all times. It shall not be cause for



dismissal if an employee refuses to work in contravention of such regulations. An employee may be terminated if they **fail** to comply, after being duly warned of any violation of Workers Compensation regulations or Employer Safety Rules.

- 25.02** The Employer may, in conformity with recognized safety standards use any type, design, number or variety of machines or electrical appliances.
- 25.03** The Employer shall ensure, as far as possible, that its **Employees** and Management are familiar with all standard safety practice.
- 25.04** Where an employee is absent for bona fide sickness recognized under the Health and Welfare Plan as provided in this Agreement, or absent for compensable injury under Workers Compensation, and when proof of medical fitness is established by a physician and/or the Workers Compensation Board, the employee shall be reinstated to **their** former classification within seven (7) days of such notification unless the employee has been notified that they have been laid off according to their seniority as per Article 10.07.
- 25.05** The attending of safety meetings outside regular working hours shall be paid at the straight time hourly rate.
- 25.06** The Employer will provide to the employees such items of safety equipment and apparel required by the Safety Rules and Regulations as established by the Employer and Owner.

## **ARTICLE 26 - PUBLIC RELATIONS**

- 26.01** The parties hereto mutually undertake to do all possible to ensure that in relationships with the general public and the owner-client, every effort will be made toward the end that tactful relations are established and maintained. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.
- 26.02** **The Parties agree that only designated employees who are assigned by the Company are able to discuss any business related issues with the client. It is agreed that any violation of this Article will be subject to disciplinary action up to and including termination.**

## **ARTICLE 27 - DISPUTES**

- 27.01** The Union reserves the right to render assistance to other Labour Organizations. Refusal on the part of Union Members to work with non-union workers, shall not be deemed a breach of this Agreement. Refusal to work shall not take place until notice is first given in writing to the Employer involved and the Union shall instruct the employees on such jobs to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner and to the entire satisfaction of the Employer.

## **ARTICLE 28 - DISCIPLINE & DISCHARGE OF EMPLOYEES**

- 28.01** **No Employee shall be disciplined or discharged without just cause.**

- 28.02 In the event that an employee is discharged for just and reasonable cause, the Job Steward will be notified and provided with the reasons for the discharge.
- 28.03 A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel, which the steward believes might be the basis of disciplinary action against the steward.
- 28.04 Any employee shall have the right to have a **Job Steward** present at any meeting that the employee believes may be disciplinary in nature. The date, time and place of such meetings shall be scheduled in advance in order for the **Job Steward** to be present at such meeting. It is the responsibility of the employee to contact the **Job Steward** and advise them of the date and time of such meeting.
- 28.05 The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of **their** record. Failure to grieve previous discipline or to pursue such grievance to arbitration shall not be considered to be an admission that such discipline was justified.
- 28.06 An employee or the **Ranking Officer** of the Union or **their** designate with the written authority of the employee shall be entitled to review the employee's personnel file.
- 28.07 Each documented warning, oral or written, or other record of discipline shall be removed from the

employee's work record on the anniversary date of its imposition unless further discipline has been imposed prior to the anniversary date.

**28.08** Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) **calendar** days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.

**28.09** **Any termination of an employee for cause shall, if practical, be preceded by;**

- i) One (1) verbal warning presented to the employee in the presence of the employee and the Job Steward, and**
- ii) One (1) written warning presented to the employee in the presence of the Job Steward, and**
- iii) One (1) unpaid suspension presented to the employee in the presence of the Job Steward.**

**28.10** **The Job Steward shall be present, if practical, when an employee is dismissed for cause, and the employee shall be given the cause for dismissal in writing. That letter along with copies of the termination slip shall be forwarded to the Union and the Employer offices. If it is not practical for the Job Steward to be present, they shall be notified as soon as possible.**

**28.11** **When an Employee is terminated and considered "not for rehire" the Employer will indicate that as well as the reason on the termination slip. The**

**Employer shall notify the Union Hall within twenty-four (24) hours of the termination in writing.**

**28.12 The parties agree to meet from time to time to review not for rehire designations.**

28.13 The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee, without the consent of the Union.

**28.14 The Employer shall notify the Union in writing (termination slip) of all layoffs, resignations, site bans or terminations within twenty-four (24) hours.**

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

29.01 Definition of a Grievance: Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

29.02 (a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom **they** report. At **their** option, the employee may be accompanied by the Job Steward for the department in which the employee works.

(b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within **fourteen (14) calendar** days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, and it shall clearly state the provision of the agreement, which has been violated.

Any meeting between the parties at this step **may** involve the employee, **will involve the** Job Steward and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within **fourteen (14) calendar** days.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made at a meeting **that may be** attended by the employee, **will be attended by** the Job Steward and/or a Union representative and the Employer's Senior Representative on the job site or RVP.

This step must be taken by notice in writing within **seven (7) calendar** days of the date on which the written answer was delivered in Step One.

(d) Step Three:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- 1) The optional grievance procedure provided for in Article 29.05.
- 2) Go to a Single Arbitrator as agreed in (e) below
- 3) Go directly to full arbitration at Step Four

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have **seven (7) calendar** days to agree on an Arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Articles 29.03 and 29.04 shall apply to such Single Arbitrator.

(f) Step Four:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the

recommendations of the investigator under the optional grievance procedure or by a Single Arbitrator appointed in (e) above.

- (g) Union and Employer Policy or General Grievance:  
The Union or Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

### 29.03 Arbitration Hearing and Award:

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing and **render a decision promptly.**
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator, and to prepare a statement of all facts, which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the parties.
- (c) Each party to the arbitration will bear one half ( $1/2$ ) of the expenses associated with the Arbitrator.
- (d) The parties recognize that they are bound by a decision of the Arbitrator, in accordance with Section 124 of the Labour Relations Code of Alberta.

### 29.04 Authority of the Arbitration Board: The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 125 of the Labour Relations Code of Alberta.



## 29.05 Optional Grievance Investigation Procedure:

- (a) Purpose and Scope: Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

- (b) Optional Grievance Investigation Procedure where a difference of opinion arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will **mutually agree to or by either party making application to the Provincial Government to appoint an investigator**, to:
- (i) investigate the difference;
  - (ii) define the issue in the difference; and
  - (iii) make written recommendations to resolve the difference within **sixty (60) calendar** days of the date of the receipt of the request; and, for those **sixty (60) calendar**

days from that date, time does not run in respect of the grievance procedure.

- (c) Cost Sharing: Each party shall share the cost equally in relation to the reasonable remuneration, traveling and out of pocket expenses of the Investigator or **their** substitute.
- (d) “Investigators” - Alternates Agreed to, and Selection: The parties **will mutually agree or will make application to the Provincial Government to appoint the** “Investigators” for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
- (e) Option Choice and Timing: Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution to the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within **seven (7) calendar** days.

- (f) **Binding Recommendations:** While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

**29.06** **Time Limits:** A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned. Extensions may be requested by either party and shall not be unreasonably denied.

**29.07** **Persons Authorized to Deal with Grievances:**

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Job Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

**29.08** **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 29 of this Collective Agreement:

- (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 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) No legal counsel will be used by either party;
- (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 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) Location to be 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: **The Parties** must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him. Specifically, if **The Parties** 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 **their** 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, in the customer's own handwriting;
  - (iv) Prior to the hearing, the parties discuss the evidence so there are no surprises.

## Appendix A

Classification	Current	July 1 2012	July 1 2013	July 1 2014	July 1 2015
Chef	\$39.97	<b>\$40.97</b>	<b>\$42.20</b>	<b>\$43.68</b>	<b>\$44.99</b>
1st Cook	\$37.49	<b>\$38.49</b>	<b>\$39.64</b>	<b>\$41.03</b>	<b>\$42.26</b>
2nd Cook	\$34.26	<b>\$35.26</b>	<b>\$36.32</b>	<b>\$37.59</b>	<b>\$38.72</b>
3rd Cook	\$32.05	<b>\$33.05</b>	<b>\$34.04</b>	<b>\$35.23</b>	<b>\$36.29</b>
Baker	\$37.49	<b>\$38.49</b>	<b>\$39.64</b>	<b>\$41.03</b>	<b>\$42.26</b>
Tim Horton Baker	\$32.05	<b>\$33.05</b>	<b>\$34.04</b>	<b>\$35.23</b>	<b>\$36.29</b>
Head Mess Hall Attendant	\$31.38	<b>\$32.38</b>	<b>\$33.35</b>	<b>\$34.52</b>	<b>\$35.56</b>
Mess Hall Attendant	\$30.36	<b>\$31.36</b>	<b>\$32.30</b>	<b>\$33.43</b>	<b>\$34.43</b>
Head Camp Attendant	\$31.38	<b>\$32.38</b>	<b>\$33.35</b>	<b>\$34.52</b>	<b>\$35.56</b>
Camp Attendant *	\$29.13	<b>\$30.13</b>	<b>\$31.03</b>	<b>\$32.12</b>	<b>\$33.08</b>
<b>Sandwich/Salad Person **</b>	<b>\$32.50</b>	<b>\$33.50</b>	<b>\$34.51</b>	<b>\$35.71</b>	<b>\$36.78</b>
<b>Dish/Pot Washer **</b>	<b>\$30.86</b>	<b>\$31.86</b>	<b>\$32.82</b>	<b>\$33.97</b>	<b>\$34.99</b>
General Help	\$30.36	<b>\$31.36</b>	<b>\$32.30</b>	<b>\$33.43</b>	<b>\$34.43</b>
Comm/CA	\$30.54	<b>\$31.54</b>	<b>\$32.49</b>	<b>\$33.63</b>	<b>\$34.64</b>
Rec Hall Attendant	\$29.13	<b>\$30.13</b>	<b>\$31.03</b>	<b>\$32.12</b>	<b>\$33.08</b>
Food Service Person	\$32.05	<b>\$33.05</b>	<b>\$34.04</b>	<b>\$35.23</b>	<b>\$36.29</b>
Baker's Helper	\$32.05	<b>\$33.05</b>	<b>\$34.04</b>	<b>\$35.23</b>	<b>\$36.29</b>
Utility	\$30.66	<b>\$31.66</b>	<b>\$32.61</b>	<b>\$33.75</b>	<b>\$34.76</b>
Janitor	\$30.36	<b>\$31.36</b>	<b>\$32.30</b>	<b>\$33.43</b>	<b>\$34.43</b>
<b>Warehouse person</b>	<b>\$31.50</b>	<b>\$32.50</b>	<b>\$33.48</b>	<b>\$34.65</b>	<b>\$35.69</b>
<b>Walking Job Steward ***</b>	<b>\$37.49</b>	<b>\$38.49</b>	<b>\$39.64</b>	<b>\$41.03</b>	<b>\$42.26</b>

Retroactive payments shall be made to those Employees that are employed by the Employer on the date of ratification.

\* Fifty cent (\$0.50) premium for CA/Cleaner

\*\* Combo positions – those employed prior to ratification are red circled and will remain in their current classification unless they choose to be trained in both.

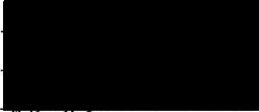
\*\*\* WJS day shift and 8+1 daily (**Millenium and Borealis only**).

SIGNED this 6th day of February 2014

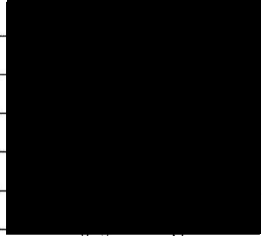
Compass Group Canada Ltd.  
First North Catering

UNITE HERE Local 47

For the Company



For the Union



February 6, 2014

Date



## **Addendum 1 Cafeteria**

This is an addendum to the "Suncor Based Plant" Collective Agreement between UNITE HERE Local 47 and Compass Group Canada Ltd. - First North Catering which forms part of that Collective Agreement.

1. It is agreed that the work and employees in the cafeteria at the Suncor Site shall be covered by the terms of the Collective Agreement as amended by this Addendum.
2. It is agreed that the Cafeteria Manager, will be excluded from the terms of the Collective Agreement. This exclusion shall apply to only one employee. It is agreed that during the periods of time that the employees covered by this Addendum are at work The Cafeteria Manager's duties will be restricted to supervising those individuals and to operating as a cashier.
3. Employees covered by this Addendum and employed in the capacity as cafeteria worker shall be paid as follows:

### COOK

- |   |                                    |
|---|------------------------------------|
| (a) Effective July 1st, 2011 at \$ 25.96        | July 1st , 2011 at \$ 32.05        |
| <b>(b) Effective July 1st, 2012 at \$ 26.96</b> | <b>July 1st , 2012 at \$ 33.05</b> |
| <b>(c) Effective July 1st, 2013 at \$ 27.77</b> | <b>July 1st , 2013 at \$ 34.04</b> |
| <b>(d) Effective July 1st, 2014 at \$ 28.74</b> | <b>July 1st , 2014 at \$ 35.23</b> |
| <b>(e) Effective July 1st, 2015 at \$ 29.60</b> | <b>July 1st , 2015 at \$ 36.29</b> |
4. It is agreed that the Employer shall provide to the employees covered by this Addendum coverage under a comprehensive benefits plan that will include coverage for long term disability, Alberta Health Care premiums, major medical coverage, dental plan

coverage, and life insurance of at least \$10,000.00. The coverage shall be provided to the employees at no cost to the employees.

5. **It** is agreed that Article 16, 17, and 20 of the Collective Agreement shall not apply to employees covered by this Addendum.
6. **It** is agreed that the normal work for employees covered by this Addendum is four (4) hours a day, Five (5) days per week (with the exception of weeks during which Suncor declares a "Sunny Friday") and this shall be considered the minimum number of hours per week. It is agreed that part-time hours shall only prevail in the cafeteria.
7. It is agreed that employees covered by this Addendum shall only be entitled to overtime after working in excess of eight (8) hours per day at which point the provisions of Article 6 will apply.
8. Any employee covered by Appendix "A" of the Collective Agreement who is assigned to work in the cafeteria, shall continue to be paid at **their** normal rate for the duration of the time that **they are** assigned to work in the cafeteria.

### **RRSP**

9. **An Employee shall be entitled to have the Employer match RRSP contributions that the member has made during the year to a maximum per year as follows:**

**2013 - \$1, 000.00/year**

**2014 - \$1, 000.00/year**

**2015 - \$1, 200.00/year**

**Such contributions shall be made through the Employer's RRSP program either by direct purchase or by automatic deduction from the Employee's pay.**

10. All terms of this Agreement are effective as of the date of ratification (except as noted above) and will continue in effect for the duration of the Collective Agreement.

**LETTER OF UNDERSTANDING #1**  
**BETWEEN**  
**COMPASS GROUP CANADA LTD.**  
**FIRST NORTH CATERING**  
**and**  
**UNITE HERE local 47**

**RE: HUDSON LODGE SPECIFIC**

The Borealis, Millenium and Hudson sites will have same terms and conditions contained herein this Collective Agreement except for the items contained in this Letter of Understanding.

The Hudson Lodge site will be a separate and distinct location from the Borealis and Millenium sites. As such, a separate seniority list will be maintained for the Hudson Lodge site. In addition, transfers to/from the Borealis and Millenium facilities to the Hudson Lodge site will not be permitted.

**Article 6 – Union Representation**

6.01 Job Stewards shall be recognized by this Agreement and shall not be discriminated against. One Job Steward shall be recognized as the spokesman for the Union on one job.

**Article 8 – Hours of Labour, Shifts**

**8.07 REST PERIOD**

All employees shall be **entitled to two (2) ten (10) minute rest periods and one (1) thirty (30) minute**

**meal period** at a time to be determined by the Employer **and** taken on the Employer's time.

## **ARTICLE 19 - COMMUNITY FUND**

**19.01 Effective the month following ratification. Ten Cents (\$0.10) per hour for each hour worked by all employees covered by this Agreement shall be contributed by the Employer to the Union's Community Fund and administered by the Union's Community Fund.**

## **ARTICLE 21 – WORKING CONDITIONS**

### **21.14 UNIFORMS:**

**The Employer will provide sufficient uniforms to employees, which will not exceed four (4) uniforms;**

**The laundering of uniforms will be done by the Employer.**

## **ARTICLE 22 – WORKLOAD**

### **22.01 WORKLOAD FOR CAMP ATTENDANTS SHALL BE:**

27 complete rooms

1 walk down

1 laundry room

1 storage room

Towels (in and out)

1 tool box \*

\* In the event the Toolbox meeting exceeds ten (10) minutes there shall be a credit of one (1) occupied room. If Toolbox exceeds fifteen (15) minutes there shall be a credit of two (2) occupied rooms.

**22.10 There will be a credit of two (2) rooms for every checkout after the first three (3) checkouts.**

SIGNED this 6th day of February 2014

Compass Group Canada Ltd.  
First North Catering

UNITE HERE Local 47

For the Company



For the Union



February 6, 2014  
Date