

COLLECTIVE AGREEMENT

between

COMPASS GROUP CANADA LTD.
Doing Business As
“EUREST DINING SERVICES”

and

UNITED FOOD **AND** COMMERCIAL WORKERS
CANADA **UNION**, LOCAL **NO.** 401

Renewal: **April 2016**

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COLLECTIVE AGREEMENT

BETWEEN: COMPASS GROUP LTD.
Doing Business As
EUREST DINING SERVICES,
In Alberta hereinafter called the "**Company**"

OF THE FIRST PART

AND: UNITED FOOD AND COMMERCIAL WORKERS
CANADA **UNION**, LOCAL **NO.** 401
hereinafter called the "Union"

OF THE SECOND PART

WHEREAS, the parties are mutually desirous of entering into an Agreement with the intent and purpose to promote a harmonious relationship between the employees and the **Company** without stoppage of work or refusal to perform work, and to provide for the prompt disposition of disputes;

This Agreement witnesseth that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows:

Article 1 – Definitions

- 1.01 In this Agreement, unless the content otherwise requires:
- (a) "Act" means the Alberta Labour Relations Code.
 - (b) Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.
 - (c) Wherever the masculine gender is used in this Agreement it also applies to the female gender; and a

word used in the singular applies also in the plural, unless the context otherwise requires.

Article 2 - Bargaining Agency

- 2.01 The **Company** recognizes the Union as the sole Collective Bargaining Agent for all of its employees employed by Eurest Dining Services in the Province of Alberta as stated herein save and except the Unit Manager and office and clerical staff. (Edmonton Remand Centre, Edmonton Young Offenders Centre, Fort Saskatchewan Correctional Centre, Lethbridge Correctional Centre, Calgary Remand Centre, Calgary Young Offenders Centre, and Calgary Correctional Centre.)
- 2.02 The **Company** agrees to retain in its employ within the bargaining unit, as outlined in Article 2.01, only members of the Union in good standing. The **Company** shall be free to hire new employees who are not members of the Union provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.03 The **Company** agrees to provide the Union with copies of documentation in the possession of the **Company** relating to any member of the bargaining unit, upon request from the Union. It is agreed that the Union may make such request for the purpose of investigating grievances or potential grievances, for reviewing benefit or related issues, or for Union administrative matters. It is understood that this shall only apply to documentation which the member could demand personally from the **Company** pursuant to the Personal Information Protection Act, and nothing more. It is agreed that this article shall not authorize the release of personal employee health information. It is further agreed that this clause is intended to be of the type referred to in

Section 19 (a) of the Regulations to the Personal Information Protection Act.

Article 3 - Changes to Agreement

- 3.01 The **Company** and the Union agree that the terms and conditions of employment and pay rates as set out herein shall not be changed during the life of this Agreement except by written mutual agreement between the Parties. Any changes agreed to shall be deemed to form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 3.02 In the event any provision of this Agreement is in conflict with any present or future Statute of the Province of Alberta applicable to the **Company**, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required legislative changes. Such action shall not affect any other provisions of this Agreement.

Article 4 - Deduction of Union Dues, Initiation Fees and Assessments

4.01 Form Letter

The **Company** agrees to provide each new employee at the time of employment with a form letter, outlining to the employee his/her responsibilities in regard to Union membership and outlining the provisions of Article 2 of this Agreement; and to provide the Union, in writing, with the name and address of each employee to whom the letter was presented along with the employee's date of hire. The form letter shall be forwarded to the Union not later than thirty (30) working days after the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the **Company**.

The **Company** further agrees to provide the Union, once a month with a list containing the names of all employees who have terminated their employment during the previous month.

4.02 The Company agrees to deduct from the regular pay cheque of each employee, upon proper written and signed authorization from the employees affected, initiation fees and the Union dues as authorized by the Union. Monies deducted during any month or four (4) week period, shall be forwarded by the Company to the President of the Union no later than the tenth (10th) day of the following month or four (4) week period, and accompanied by written statement of the names of the employees for whom the deductions were made. It shall be the responsibility of the Union to advise the Company in writing of any change in its initiation fees or dues.

Upon mutual agreement, the **Company** may submit the dues electronically in a manner acceptable to both parties.

The **Company** agrees to include total annual dues on T-4 slips.

The **Company** further agrees, automatically, to deduct Union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the **Company** with a signed authorization for such deduction.

The **Company** also agrees to deduct Union dues and initiation fees from the wages of all new employees. Commencing with the first week of employment, initiation fees shall be deducted in four (4) equal instalments. However, it is understood that such initiation fees, or any portion thereof, will be refunded to the employee who has not completed the probationary period, as herein provided by the United Food **and** Commercial Workers Canada **Union**, Local **No.** 401.

- 4.03 The Union shall indemnify and save the **Company** harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions in accordance with the foregoing authorization and the Union will refund direct to all employees from which wrongful deduction was made except in the case of a **Company** error.

Article 5 - Seniority

- 5.01 Seniority shall be based on length of continuous full-time service in the bargaining unit as described in Article 2.

- 5.02 Effective April 1st, 2006, when two (2) or more employees are hired on the same date, their seniority shall be determined by alphabetical order of surname at date of hire.

In addition, where there are two (2) or more employees whose surname begins with the same letter, the next letter will be used. Where the last names are the same, the first given name of the employee will be used.

- 5.03 A newly hired employee shall first serve a probationary period of sixty (60) worked days. During the probationary period, employees shall be covered by the provisions of this Agreement, except that the employment of such employees may be terminated during the probationary period without recourse to the grievance procedure.

(a) Upon completion of the probationary period, seniority shall be from the date of hire with the **Company**.

- 5.04 An employee shall lose his/her seniority and his/her employment deemed terminated if he/she:

(a) Resigns;

- (b) Is terminated ***and the termination is not reduced through Article 14 and 15;***
- (c) Fails to return to work upon expiration of a leave of absence, except where an extension has been granted by the **Company** prior to the expiration of the original leave;
- (d) Job abandonment;
- (e) Is laid off for a period of twelve (12) months or more;
- (f) Fails to return to work within three (3) days from time notice of recall is delivered to his/her last known address or whatever longer period of time may be mutually agreed on;
- (g) Is banned from the Centre by the Director for violation of the Alberta Justice S.O.P.'s or unlawful activity;
- (h) The **Company** agrees to copy all relevant parts of the Alberta Justice S.O.P.'s for employees to read on site.

5.05 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to a seniority date based on normal hours of work as per Article 19.

5.06 A seniority list containing the names and last hiring date and seniority date for each employee shall be posted on the bulletin board. Seniority lists shall be revised twice (2X) a year and sent to the Union.

Article 6 - Layoff and Recall/Reduction of Hours

6.01 Employees will be laid-off in reverse order of their seniority by location; (Edmonton and area, Calgary or Lethbridge) provided the employees retained are qualified and capable of doing the work available.

6.02 Employees who have been laid off shall be recalled in order of seniority by location; (Edmonton and area, Calgary or

Lethbridge) provided they are qualified and capable of doing the work available. No new employees shall be hired until those laid off have been recalled.

- 6.03 An employee who is laid off shall make prior arrangement to pay any applicable benefit plans to maintain coverage if so desired. The employee can maintain the coverage for up to three (3) months.
- 6.04 Recall notice shall be by registered mail to the Union and to the employee's last address on record with the **Company**. It is the responsibility of each employee to notify the **Company** promptly in writing of any change of address.
- 6.05 When reducing hours, the **Company** shall do so by reverse order of seniority. The **Company** agrees that it will minimize the impact upon senior employees.

Article 7 – Management Rights

- 7.01 The Union agrees that the Management, operation, and direction of its working forces, including the scheduling of employees, is vested solely with the **Company** unless the Agreement otherwise specifies. All rights and functions of the **Company** shall be retained unless modified by the Collective Agreement.

The **Company** may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency.

The **Company** may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of this Agreement.

Article 8 – Intimidation – Discrimination

- 8.01 No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union Committee or for reporting to the Union the violation of any provision of this Agreement or statute in law affecting the members of the bargaining unit.

Article 9 – Union Representatives' Visits

- 9.01 The **Company** will grant Union Representatives access to its premises for the purpose of administering the Collective Agreement, and observing the working conditions at a mutually agreeable time.

Article 10 – Union Stewards

- 10.01 The Union is entitled to appoint or elect from among the employees Shop Stewards. The main duties of the Shop Stewards shall be to assist in the reporting of possible grievances and attending meetings.
- 10.02 The **Company** agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the **Company** in writing of the names of the employees so appointed. The Union agrees to advise the **Company** in writing of any changes made by appointment or election from time to time.
- 10.03 The Shop Steward's first obligation is the fulfilment of their responsibilities as an employee. During their working hours, the Shop Stewards are not entitled to engage in Union activities other than the necessary involvement in the possible reporting of grievances and attending meetings as requested by Management.

- 10.04 The Shop Stewards must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- 10.05 The necessary time which is spent by Stewards during their regular working hours in reporting possible grievances, or attending meetings specifically provided for herein, shall be considered to be time worked.
- 10.06 Under no circumstances shall Stewards take any action or issue any instruction which will interfere with the operations or affairs of the **Company**, or with Management or direction of the work force.
- 10.07 The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- 10.08 The **Company** agrees that the Shop Stewards or the Union Representative may post communications from the Union to its members on the employees' bulletin boards.

Article 11 – Wage Rates and Classifications

- 11.01 Wage rates and work classifications for the employees shall be as set forth in Appendix “A”, attached hereto, and forming part of this Agreement.

Article 12 – Strikes and Lockouts

- 12.01 There shall be no strikes or lockouts during the term of this Agreement, as per the Alberta Labour Relations Code.

Article 13 – Bargaining Unit Work

13.01 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 the Unit Manager is a working Manager. It is also understood that inmates may from time to time also perform these duties as required.

Article 14 – Grievance Procedure

- 14.01 (a) Any complaint, disagreement, or difference of opinion between the **Company** and the Union or the employees covered by the Agreement which concerns the interpretations, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- (b) Any employee, the Union or the **Company** may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance (except by errors in respect to the employee's compensation which must be presented in writing within fourteen (14) days of the employee becoming aware of the event giving rise to such grievance), or within ten (10) days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.
- (c) All grievances, except those submitted by the employee to his/her immediate superior or to the Union, shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party; the **Company** shall then reply, in writing, to the Union's

letter, setting forth his/her answer to the points raised by the Union in its grievances.

- (d) The parties agree that an employee has no grievance until he/she has first given his/her immediate Supervisor an opportunity to adjust the complaint.
- (e) The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st Step:

The employee may present alone, or with his/her Union Steward the grievance to the Unit Manager.

If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days;

2nd Step:

The Union Representative may present the matter to the District Manager in writing.

If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days;

3rd Step:

The Union Representative may present the matter to the Area Manager or his/her designate, in writing.

If a satisfactory settlement cannot be reached within five (5) days, then within fourteen (14) days the matter may be referred to arbitration as per Article 15.

Article 15 – Arbitration

15.01 Arbitration shall involve a single arbitrator mutually acceptable to both parties. In the event the parties cannot agree to a single arbitrator they will apply to Mediation Services to have an arbitrator appointed.

The expense of the arbitrator shall be borne, equally, by the **Company** and the Union, unless otherwise provided by law.

The findings and decision of the arbitrator shall be binding on all parties.

Article 16 – Reprimands/Discipline

16.01 When an employee's work performance, **conduct or behavior** is such that it **could reasonably** lead to discipline or discharge and is the subject of discussion between the employee and the **Company**, the Shop Steward shall be present. In the event there is no Shop Steward at work at the time, **the Company agrees to contact the Union Representative to schedule the discipline meeting.**

In matters of a serious nature (violence or theft for example) the Company may suspend the employee pending the meeting and any time lost may be the subject of a grievance.

The employee and the Union will be provided with a copy of all written reprimands or written notices of disciplinary action ***within twenty-four (24) hours of being issued.***

16.02 An employee who has been subject to disciplinary action may, after twelve (12) months of continuous service from the date the disciplinary action was invoked, request in writing that his/her official personnel file be expunged of any record of the disciplinary action. Such request will be granted

provided the employee's file does not contain any similar record of disciplinary action, during that twelve (12) month period, of which the employee is aware except in the case of a substantiated breach of Alberta Justice S.O.P.'s which may have cause to remain on the employee's file for up to twenty-four (24) months.

Article 17 – General Holidays

17.01 Employees shall be granted the following General Holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	1 st Monday in August
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

In the event that any other day is proclaimed a General Holiday by the Federal Government, or Alberta, such holiday shall be recognized by the **Company**.

17.02 To be eligible for holiday pay:

An employee must work the regularly scheduled work day immediately preceding such holiday and the regularly scheduled work day immediately following such holiday unless absent due to vacation, approved leave of absence, or established illness.

An employee is not entitled to pay for the holidays if he/she has worked for less than thirty (30) days during the preceding twelve (12) months.

17.03 General Holiday pay shall be equivalent to the employee's current hourly rate times the number of hours he/she would have worked on such a day had it not been a holiday.

- 17.04 (a) If an employee is requested by the **Company** to work on any of the holidays, and if he/she is otherwise qualified to be paid for that holiday, he/she will be paid at double (2X) time his/her regular rate for the hours worked.
- (b) If an employee is requested by the **Company** to work on any of the foregoing holidays, and he/she is not otherwise qualified to receive pay for such day, he/she will be paid at double (2X) time his/her regular rate for the hours worked.
- 17.05 If a General Holiday falls within an annual vacation of an employee or on the employee's regularly scheduled day off, and the employee would have been entitled to the holiday, the employee will receive another day off in lieu at his/her regular rate. The employee shall receive the day off in lieu prior to returning from their vacation.

Article 18 – Vacations

- 18.01 The vacation entitlement shall be the employee's date of hire. Vacation payment will be based on the applicable percentage of gross earnings in the preceding twelve (12) months prior to July 1st each year.
- 18.02 Vacations with pay and time off for those employees that qualify for time off according to the following schedule shall be as follows:
- (a) All employees with one (1) year or more of service as of July 1st shall receive two (2) weeks vacation with pay of four (4%) percent of gross earnings from the previous twelve (12) months.
- (b) All employees with five (5) years or more of service as of July 1st shall receive three (3) weeks vacation with

vacation pay of six (6%) percent of gross earnings from the previous twelve (12) months.

- (c) All employees with twelve (12) years or more of service as of July 1st shall receive four (4) weeks vacation with vacation pay of eight (8%) percent of gross earnings from the previous twelve (12) months.
- (d) All employees with seventeen (17) years or more of service as of July 1st shall receive five (5) weeks vacation with vacation pay of ten (10%) percent of gross earnings from the previous twelve (12) months.
- (e) For those employees hired as full-time employees, their vacation entitlement shall commence on July 1st after their date of hire and their vacation pay shall be four (4%) percent of gross earnings between their date of hire and July 1st.

18.03 As far as is possible, employees shall be granted their choice of vacation periods according to seniority. The right to allot vacation periods is reserved by the **Company** in order to ensure efficient operation of the food service.

18.04 Part-time employees shall be paid their vacation pay on each pay cheque.

18.05 Should an employee become ill or hospitalized during their annual scheduled vacation, he/she shall be allowed to reschedule the days that he/she was ill/hospitalized. An employee who wishes to reschedule days they were ill or were hospitalized, pursuant to the foregoing understanding, must substantiate his/her illness or stay in hospital through the presentation of a medical certificate.

Article 19 – Hours of Work and Overtime

19.01 (a) The normal hours of work for employees covered by this Agreement is up to an average of forty (40) hours per week. It is understood that this does not constitute a guarantee of the hours of work. The work week for all employees shall begin at 00:01 Saturday and shall end on Friday at midnight. In the event that the **Company** wishes to change employees' normal hours of work, including length of shifts and/or rotation of shifts, where operationally possible, the **Company** will discuss the changes with the affected employees and the Union prior to implementation.

(b) If the Company introduces a four (4) day, ten (10) hour shift, or a three (3) day, (three (3) on/three (3) off) twelve (12) hour shift, current employees will be assigned to such shift on a voluntary basis. If, however, sufficient employees do not volunteer, the Company shall assign the shifts to the least senior employees capable of performing the work.

19.02 An employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury.

19.03 An employee working a shift of four (4) hours, **up to and including five (5) hours** will have one (1) **paid** rest period not to exceed fifteen (15) minutes.

A shift of more than five (5) hours, **up to and including eight (8) hours**, will have two (2) paid rest periods of fifteen (15) minutes and a thirty (30) minute unpaid lunch break. **Those employees working ten (10) or twelve (12) hour shifts shall have an additional paid rest period of fifteen (15)**

minutes upon the completion of eight (8) hours. These ***meal and*** rest periods will be uninterrupted.

The unpaid meal break will be scheduled as close as possible to the institutional meal period. If an employee is required to work during his/her meal break, the meal break will be paid at their regular hourly rate.

19.04 Additional available hours will be offered according to seniority provided the employee is able to perform the work available and the ***Company*** does not incur any additional costs (e.g. overtime or premiums) in doing so.

19.05 In the event an employee is called in to work hours that he/she has not been scheduled to work, such call-in shall be by seniority.

19.06 An employee may be required to work hours beyond regularly scheduled situations. Such overtime shall be authorized by the ***Company***, with notice to the employees as much in advance as possible.

19.07 Overtime shall be paid at time and one half (1 1/2 X) for all hours worked in excess of the employee's eight (8), or ten (10), or twelve (12) hour shifts, whichever is applicable.

Employees, who are requested to work on their scheduled day off, shall receive overtime for their entire shift.

19.08 Overtime will be offered to the most senior employees first who are qualified to do the work. If no employee volunteers to accept such overtime then the Company shall have the right to assign the most junior employee who is capable of doing the work.

19.09 Days off will be consecutive whenever possible but at the very least each employee will have as a minimum two (2) consecutive days off.

19.10 Posting of Schedules

The Company shall post the weekly work schedule (written in ink) for all employees not any later than Saturday noon to cover a two (2) week period. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies such as fire, flood, breakdown of machinery, or other instances of force majeure. An employee whose schedule is changed by reason of the foregoing will be notified as soon as possible.

In all other cases, at least **forty-eight (48) hours'** notice of any change must be given, or four (4) additional hours' pay at the employee's applicable rate given in lieu of proper notice.

It shall be the Company's responsibility to notify all employees affected by a change in their schedule.

There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive with the exception of rest periods and meal periods. No split shifts shall be worked.

The **Company** agrees to forward copies of schedules and employee time recording reports upon request, to the Union when required to investigate related concerns.

Article 20 – Overtime

20.01 An employee may be required to work hours beyond regularly scheduled hours to overcome unexpected **workloads** and to meet extraordinary situations. In the case of anticipated overtime, the **Company** will provide the employee with a minimum of two (2) hours notice. In the case of situations beyond the **Company's** control, the

Company will provide as much notice as possible. All overtime must be authorized by the **Company**.

- 20.02 Overtime shall be paid at time and one half (1½ X) for all hours worked in excess of the employee's eight (8), **ten (10) or twelve (12) hour shift, whichever is applicable**.
- 20.03 (a) Scheduled overtime will be offered to the most senior employees first who are qualified to do the work. If no employee volunteers to accept such overtime then the **Company** shall have the right to assign the most junior employee who is capable of doing the work.
- (b) Full-time employees called in to work on a scheduled day off shall receive time and one half (1½ X) their regular hourly rate for the hours worked.
- 20.04 Overtime work which cannot be scheduled shall be treated in the same manner as outlined in 20.03.
- 20.05 When overtime of more than one (1) hour is required, a **paid** rest period of fifteen (15) minutes shall be provided before the overtime begins.

Article 21 – Leaves of Absence

21.01 Bereavement Leave

- (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay of up to three (3) days, and up to five (5) days with pay in the event of death of a family member living out of the province. At the **Company's** discretion, additional time off without pay will be provided as required.

- (b) Time off for part-time will be paid on a pro-rata basis of normal scheduled hours during the previous four (4) weeks.
- (c) The term “immediate family” shall mean spouse (including same sex and common-law), parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother or grandmother-in-law, grandfather or grandfather-in-law and grandchildren.
- (d) In the event of death to an employee’s aunt, uncle, niece or nephew, the employee will be granted one (1) day off with pay. If the employee is required to travel out of town and cannot return the same day, they may have two (2) days off with pay.

21.02 Maternity Leave

The **Company** agrees to comply with all applicable legislation pertaining to maternity leave.

If the employee requires it, a health-related leave shall be granted where the employee provides medical documentation from her physician. The medical leave shall be administered consistent with the employee’s entitlements under Appendix “B”.

21.03 Parental/Adoption Leave

The **Company** agrees to comply with all applicable legislation pertaining to parental and adoption leave.

21.04 Health and Welfare Benefits during Maternity/Parental Leaves

Employees who wish to continue to be covered by the benefits described in Appendix “B”, he/she will be responsible for the full cost of the premiums of the plan for

the time he/she is on leave. If an employee chooses not to remain on the Group Insurance Plan during their leave, he/she will have his/her benefits reinstated upon return to work.

21.05 Return to Work after Maternity/Parental Leave

An employee will give at least two (2) weeks notice of the date that he/she wishes to return to work. Upon the employee's return to work, he/she shall be reinstated to the same position and rate of pay that he/she had prior to the commencement of his/her leave.

21.06 Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence up to two (2) days at the time of the birth of his child.

21.07 Leave for Union Business

If an employee is appointed or elected to attend a seminar, convention, an education program or attend bargaining in connection with his/her Union or sponsored by his/her Union, he/she will be granted a leave of absence with pay to attend to such matter and be reimbursed by the Union. The **Company** shall be notified at least fourteen (14) days in advance of the departure date.

If an employee is promoted or elected for a position with the Union, he/she shall be granted a leave of absence in writing without pay or benefits for a period of one (1) year.

21.08 Personal Leave

The **Company** may grant an unpaid leave of absence for up to six (6) months to an employee for personal reasons providing the employee has completed one (1) year service. Application for such leave shall be made in writing at least

four (4) weeks prior to the date the leave is desired to commence. A personal leave may be extended by mutual agreement provided the extension requested is in writing prior to the expiration of the approved leave. No leave will be unreasonably denied.

21.09 Education Leave

At the discretion of the **Company**, employees may be granted a leave of absence of up to three (3) months without pay or benefits and without loss of seniority for the purpose of taking education, training or upgrading. No leave will be unreasonably denied.

21.10 An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

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

21.11 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The Company will reinstate the employee's benefits immediately upon return from the employee's military leave. It is understood that there shall be no re-qualifying period.

21.12 *The Company agrees to pay up to fifty (\$50.00) dollars towards the cost of any required doctor's notes. It is understood that the reimbursement will be paid upon production of a receipt from the employee.*

The Company will reimburse the full cost of forms required by the Company in the case of an employee returning to work after an extended absence for medical reasons.

The Company agrees to act reasonably when requesting such material.

Article 22 – Jury Duty and Material Witness for the Crown

22.01 Employees, summoned to jury duty or subpoenaed as a material witness for the Crown, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or serving as material witnesses for the Crown shall furnish the **Company** with such statement of earnings as the Courts may supply. This does not apply if the employee is summoned on his/her day off, or while on other paid or unpaid leave of absence; however, if an employee is summoned during their vacation they will be given the opportunity to reschedule their vacation should they choose to do so.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or when serving as a material witness for the Crown and actual work on the job in one (1) day shall not exceed a regular maximum shift for the purposes of computing overtime.

Article 23 – Time Off To Vote

23.01 Employees shall be entitled to three (3) consecutive hours off to vote while the polls are open. Should three (3) consecutive hours off to vote only be possible with the use of Company time, such Company time shall be with pay.

Article 24 – Joint Labour Management

24.01 A Joint Labour Management Committee shall be established consisting of two (2) employee representatives and two (2) Management Representatives. The Committee may also consist of the Union Representative and one (1) additional Management Representative; the Union Representative may serve as a co-chair along with the Management Representative. On the written request of its committee members, the JLM committee shall meet at least once every two (2) months during the term of this Collective Bargaining Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement.

The purpose of this committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy and to foster the development of work related skills and to promote workplace productivity. Eurest employees shall receive their basic rate of pay for time spent in attendance at the Joint Labour Management Committee meetings.

The JLM Committee shall have no authority to change, delete or modify any terms of the Collective Bargaining Agreement or to settle or discuss grievances arising under this Agreement.

Article 25 – Relief Rates

- 25.01 An employee who works on a classification or a job which pays a greater hourly rate than his/her current rate shall be compensated at the higher rate for all hours worked.

Article 26 – Job Opportunities

- 26.01 In filling job vacancies, seniority shall be the deciding factor providing the ability and qualifications of the candidates are relatively equal.
- 26.02 When a permanent vacancy occurs, such vacancy shall be posted **on the bulletin board** for not less than seven (7) calendar days. Employee applications for vacancies shall be made in writing to their Supervisor.
- 26.03 The name of the successful applicant shall be posted on the bulletin board within five (5) days of the date of the appointment **and for a period not less than fourteen (14) days.**
- 26.04 Transferred or promoted employees shall be considered on a trial period of sixty (60) working days in their new position. **During this trial period, the Company agrees to provide appropriate training opportunities and guidance to the employee.** During this trial period, the employee may choose to return or the **Company** may direct the employee to return to his/her former position and rate without loss of seniority. The **Company** and the Union will work together to resolve any issues pertaining to the transfer of employees from one centre to another centre.
- 26.05 A job vacancy that is created by the filling of a previous job vacancy need not be posted and the **Company** may fill the resulting vacancy with an employee of its choice. The **Company** will, however, give first consideration to the

unsuccessful applicants for the initial job that became vacant.

- 26.06 In the event that there are no qualified or acceptable bids for a vacant job within the posting period, then the **Company** will fill the vacancy with an employee of its choice.
- 26.07 The job will not be deemed vacant in the event of an employee being absent through sickness, accident, vacation or authorized leave of absence. In such instances, the **Company** will temporarily assign another employee to the job involved.
- 26.08 An employee promoted or temporarily assigned to a higher classification shall receive the wage rate of the higher classification. An employee temporarily assigned to a lower classification will maintain their current wage rate.

Article 27 – General

- 27.01 The **Company** will ensure the safety of any employee required to report for work during a labour dispute involving another group of employees at the same work site.

27.02 Union Bulletin Board

The Union will provide a lockable bulletin board which will be installed by the **Company**. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.

- 27.03 The **Company** will supply the required uniform less non-slip shoes.

Uniforms remain the property of the **Company** and shall be maintained by the employee. An allowance of fifty-five

(\$0.55) cents per shift will be paid to the employee for such maintenance.

Employees shall be entitled to, upon completion of their probationary period, five (\$0.05) cents per hour shoe allowance premium to be added to their rate of pay. It is understood that an employee shall be required to wear approved non-slip shoes.

27.04 The employee and a Union Steward shall be present for the inspection of an employee's locker or personal effects wherever possible. In the event that a Shop Steward is not available at the time of the inspection, the employee may choose another employee as a witness to the inspection.

27.05 New Employee Orientation

The **Company** agrees to allow the Union up to a fifteen (15) minute presentation that will be included in all new employee orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. The presentation will be delivered electronically by the **Company** for the Union (DVD/VHS) or by way of a handout that is supplied by the Union.

The Company agrees to provide the Union with a list, every three (3) months, of all new employees who have received the Union Orientation.

27.06 Technological Change

(a) The Company agrees to notify the Union a minimum of three (3) months, if possible, in advance of implementing any technological change that may result in the layoff of employees covered by this Agreement. In cases of the foregoing, employees shall be entitled to exercise their seniority rights.

(b) Where new jobs are created as a result of technological change, preference shall be given to existing employees in accordance with Article 26.

Article 28 – Health and Safety

28.01 The **Company** agrees to ensure, as far as reasonably practical to do so, the health and safety of the employees at their work site. A Health and Safety Committee shall be established and both the **Company** and the Union shall appoint two (2) committee members. The meeting will be held quarterly at the work site. When a health and safety issue is brought to the attention of the **Company**, the **Company** will act expeditiously. The **Company** agrees that its Committee Representatives will ensure that the health and safety meetings are functioning effectively.

28.02 The **Company** shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

28.03 The **Company** shall adopt a “positive obligation” approach to health and safety, seeking out and solving health and safety problems as a day to day priority.

28.04 The Union and the Company agree that employees covered by this Collective Agreement shall not be subject to sexual, or any other form of harassment as outlined in the Company Workplace Harassment Policy or Sexual Harassment Policy. The Company and the Union agree to co-operate with each other in preventing and eliminating harassment.

The Company shall post its policies on harassment in all facilities covered by the Collective Agreement. The Company agrees to provide the Union with a copy of the Company policies on harassment, and any subsequent changes prior to posting.

To assist any bargaining unit member in reporting any violation of the Company Policy on harassment, they may report such violation to the Company through their Union Representative. The Policies' investigation procedures shall be completed prior to any grievance being filed.

The employee shall have the right to grieve under the Collective Agreement.

Article 29 – Term of Agreement

29.01 This agreement shall be in full force and effective **April 1st, 2012**, to **April 25th, 2016**, and from year to year thereafter, however, either Party may not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date give written notice to the other Party to terminate or to negotiate revisions to the Agreement.

Signed this _____ day of _____, **2013**.

For The **Company**:

For The Union:

Company Committee:

Bargaining Committee:

Judy Wharfield
Paul Smith
David Seymour

Sushma Sherman
Lettebrahan Kidane
Gwen Eccleston
Lee Clarke
Laura Lowrie
Ricardo Demenezes

This Agreement was ratified on **April 25th, 2013**.

APPENDIX "A"

Units to include the following locations:

Edmonton Remand Centre
Edmonton Young Offenders Centre
Fort Saskatchewan Correctional Centre
Calgary Remand Correctional Centre
Calgary Correctional Centre
Calgary Young Offenders Centre
Lethbridge Correctional Centre

Classification	Current	March 31, 2012	April 25, 2013	Oct 25, 2013	April 25, 2014	Oct 25, 2014	April 25, 2015	Oct 25, 2015
Cook Supervisor	\$15.61	\$15.86	\$15.96	\$16.11	\$16.21	\$16.36	\$16.46	\$16.61
Cook Assistant	\$13.40	\$13.65	\$13.75	\$13.90	\$14.00	\$14.15	\$14.25	\$14.40
General Help	\$12.23	\$12.48	\$12.58	\$12.73	\$12.83	\$12.98	\$13.08	\$13.23

The above \$0.25 cent increase as of March 31, 2012 is retroactive from the April 25th, 2013 back to March 31, 2012. Only employees who are active on the payroll as of April 25th, 2013 are entitled to the retroactive payment.

Notes:

1. Cooks Assistants are normally hired where NO inmate labour is utilized. The final decision will be at the discretion of the **Company**.
2. When an employee works in the canteen, they shall receive a premium of fifty (\$0.50) cents per hour for all time worked in addition to their regular hourly rate of pay.

3. Employees assigned to work in the Guard's Lounge during their shift, shall receive fifty (\$0.50) cents per hour for all hours worked in the Guard's Lounge.

4. Training and Orientation Premium

An employee shall receive a premium of fifty (\$0.50) cents per hour for all hours worked while training/orienting new staff, up to a maximum period of three (3) days.

Appendix "B"

COMPASS GROUP CANADA

Benefit Summary

Eligibility:

Hours: 25/week

Months of Service: 1st of the month following completion of their probationary period.

Drug Cards: Yes

Travel Cards: No

Cost Share: Effective date of ratification (December 17th, 2009), the **Company** shall pay eighty-five (85%) percent of the cost of benefits for all eligible employees for Health and Dental.

Effective April 1st, 2011 the **Company** shall pay one hundred (100%) percent of the cost of benefits for all eligible employees for Health and Dental.
100% Company Paid for Life, AD&D & STD.

Sun Life Group Policy

1. Basic Life and Accidental Death & Dismemberment

• Benefit Formula	• \$25,000.00
• Termination	• Age 65 or earlier retirement

2. Short Term Disability

• Benefit Formula	• 55% of weekly earnings
• Weekly Maximum	• E.I. maximum
• Benefit Payable	• 1 st day accident; 1 st day hospital; 4 th day sickness
• Benefit Period	• 15 weeks
• Termination	• Age 65 or earlier retirement

Claim Secure Group Policy

Extended Health Benefit

1. Drug Benefit

****Drug Card****

(a) Plan Type	Prescription Drugs
(b) Co-Payment	90% reimbursement for each prescription
(c) Deductible	Dispensing Fee less \$6.00
(d) Per Individual Maximum	\$2,000 per calendar year
(e) Benefit Maximum Age	99
(f) Dependent Age	21
(g) Student Age	26
(h) 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

(a) Annual Deductible Applicable	N/A
(b) Co-payment	90%
(c) Schedule of Benefits	
- Psychologist	\$1,000 per calendar year
- Chiropractor	\$200 per calendar year
- Naturopath	\$200 per calendar year
- Podiatrist or Chiropodist	\$200 per calendar year
- Nutritionist/Dietician	\$400 per calendar year
- Speech Therapist	\$200 per calendar year
- Physiotherapy	\$200 per calendar year
- Osteopaths	\$200 per calendar year
- Massage Therapy	\$200 per calendar year
- Private Duty Nursing	\$10,000 per calendar year
- Medical Equipment	\$5,000 per calendar year
- Medical Prosthesis	Covered

- Medical Supplies	Covered
- Ambulance Services	Covered
- Hearing Aids	\$500 every 5 years
- Orthotics	\$300 per year
- Orthopaedic Shoes Custom Made	Combined with Orthotics Maximum
- Orthopaedic Modifications	Combined with Orthotics Maximum
- Eye Exams	\$35 in provinces where eye exams are not covered
(d) Survivor Benefit	2 Years
(e) Benefit Maximum Age (Termination)	Age 99
(f) Dependent Age	21
(g) Student Age	26
(h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)	\$100,000

3. Vision Benefit

(a) Glasses Maximum	\$200/every 24 months
(b) Contact Lenses Coverage	Included
(c) Laser Surgery Benefit	Included
(d) Vision Co-Insurance	100%
(e) Benefit Maximum Age	Age 99
(f) Dependent Age	21
(g) Student Age	26

4. Hospitalization Benefit

(a) Semi-Private Accommodation	Covered
(b) Hospitalization Co-Insurance	100%
(c) Convalescent Hospital	Semi Private Coverage
(d) Benefit Maximum Age	Age 99
(e) Dependent Age	21
(f) Student Age	26

5. Dental Benefit

(a) Annual Dental Single Deductible	N/A
(b) Annual Dental Family Deductible	N/A
(c) Recall Frequency: <u>6</u> 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	90%
(g) Level 2: Periodontics & Endodontics; Co-Insurance Percentage	90%
(h) Annual Maximum; Level 1 & 2 Combined	Unlimited
(i) Survivor Benefit	2 Years
(j) Benefit Maximum Age	Age 99
(k) Dependent Age	21
(l) Student Age	26
(m) TMJ Lifetime Maximum	\$1,000

6. Sick Pay

All full-time employees shall receive four (4) paid sick days per calendar year.

Provided that there is no reduction in benefits or benefit coverage from those outlined in the Collective Agreement, the Company may at its discretion, change the benefit carrier. It is agreed that should the Company change carriers, it will notify the employees and the Union a minimum of thirty (30) days prior to the change taking place.

LETTERS OF UNDERSTANDING

between

COMPASS GROUP CANADA LTD.
(Doing Business as Eurest Dining Services)

and

UNITED FOOD **AND** COMMERCIAL WORKERS CANADA **UNION**,
LOCAL **NO.** 401

#1 Re: New Employee Orientation

It is agreed that all new employees shall attend orientation training as provided by the Department of Justice and be paid at their regular rate.

#2 Re: Union Meetings

The Parties agree that, when the Union requests permission to hold a meeting with the employees, the **Company** shall seek approval of the institution.

The meeting shall be held off Company time.

#3 Re: Collective Bargaining Dispute Resolution

The Parties agree that food service in a correction centre is an essential service, and agree to resolve collective bargaining disputes as follows:

- (a) Sufficient time will be spent at the negotiating table to fully discuss the bargaining issues prior to any action being taken.

- (b) Mediation Services of Alberta Labour Relations Board shall be used on a non-binding basis to assist in the resolution of any disputes.
- (c) Failing contract resolution by these two (2) methods, the Union may exercise their right to strike.
- (d) No action will be taken that will cause a disruption to the correctional service staffing.
- (e) The **Company** will not use any Union members to staff any position during a labour dispute. This letter shall be renewed from contract to contract by mutual agreement of the Parties.

#4 Seniority List

It is understood and agreed that the **Company** will develop a Province wide seniority list. The list will be developed first by placing all previously employed employees of ARAMARK Canada Ltd. on the list according to their original date of hire.

#5 Workplace Harassment Policy

Compass Group Canada has developed a company-wide policy intended to prevent workplace harassment of its employees and to deal quickly and effectively with any incident that might occur.

Definition of Workplace Harassment: “A course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome”.

These are the four (4) main types of harassment:

- (a) Sexual Harassment
- (b) Personal Harassment
- (c) Poisoned Work Environment
- (d) Bullying

What is Sexual Harassment?

Sexual harassment is any unwelcome behaviour which is sexual in nature and, directly or indirectly, adversely affects, or threatens to affect, a person's job security, prospects of promotion or earnings, working conditions or opportunity to secure a job, living accommodations, or any kind of public service. Sexual harassment is usually an attempt by one person to exercise perceived power over another.

What Constitutes Sexual Harassment?

There are many ways in which sexual harassment can be expressed, from the very subtle to the most overt. These include:

- Suggestive remarks or compromising invitations
- The display of suggestive pictures/material
- Leering or whistling
- Unwelcome physical contact, such as patting or rubbing
- Outright demands for sexual favours
- Sexual assault

What is Personal Harassment?

Personal harassment involves hostile, obnoxious, or intimidating behaviour or behaviour which ought reasonably to have been known to be hostile, obnoxious, or intimidating.

What Constitutes Personal Harassment?

Personal harassment occurs when behaviour towards a person or group of people is hostile, obnoxious, or intimidating because of a personal dislike, personality conflict, or any other prohibited ground of discrimination listed in this policy.

What is a Poisoned Work Environment?

A poisoned work environment exists in a workplace where there is any hostile, intimidating, or offensive activity or behaviour, which may or may not be directed at a specific individual, and is based on one of the prohibited grounds listed in this policy.

What Constitutes a Poisoned Work Environment?

A hostile or poisoned workplace can be created by such things as graffiti, sexual insults, racial slurs, sexual and racial jokes, or the display of offensive material. The hostile behaviour need not refer specifically to a person's race, colour, place of origin, etc. For example, if someone of a different race is consistently made the subject of practical jokes or ridicule, it may be inferred that the treatment is racially motivated, even though references to race may not have been made. This is called differential treatment.

What is Bullying?

Bullying is an abuse of power or position.

What Constitutes Bullying?

Bullying can include persistently negative attacks on personal and professional performance. Such attacks are typically unpredictable, irrational and often unwitnessed. Bullying is often the result of one individual exercising undue power over another. Normally, but not always, it occurs between a Manager and a subordinate over whom the Manager has the power to hire and fire.

N.B. These examples, while not fully comprehensive, capture the essence of the most common workplace harassment behaviours and attitudes.

Unacceptable behaviour of this nature need not be intentional in order to be considered harassment. All of us have a responsibility to ensure that our workplace is free from harassment of any kind.

As well, Compass forbids any form of discrimination based on the following:

Age, creed, family and marital status, sexual orientation, gender/sex-related characteristics including pregnancy, physical size or weight, political belief or activity within the law, mental/physical disability, record of offences, source of income, an irrational fear of contracting an illness or disease, and membership or association with others whose identity is determined by any prohibited ground of discrimination listed in this policy.

Procedure

A. If you feel you are being harassed:

1. Say “NO”: – Tell the individual his/her behaviour is unwelcome and ask him/her to stop.
2. Keep a record of incidents: (dates, times, locations, possible witnesses, your response). You do not have to have a record of events in order to file a complaint, but a record can strengthen your case and help you remember details over time. Guidance is always available from your Manager or Human Resources.
3. File a Complaint: If the harassment continues after you have asked the harasser to stop, report the problem to your immediate Manager/Supervisor or one level above, or to Human Resources.

You also have the right to contact your local Human Rights Commission to file a complaint. If circumstances warrant, e.g., in the case of assault, you have the right to file a charge with the police. However, we encourage all employees to share their concerns with us whenever possible to afford us the opportunity to take immediate investigative and/or remedial action.

B. Dealing with a Complaint

1. Once a complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately.
2. The complainant and the alleged harasser will both be interviewed along with any individuals who may be able to provide relevant information.
3. If the investigation reveals evidence to support the complaint or workplace harassment, the harasser will be disciplined appropriately. This may include suspension or dismissal.

NOTE: Regardless of the outcome of the workplace harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes demotion, unwanted transfer, denial of opportunities within the Company, as well as harassment of the individual as a result of having made a complaint or having provided evidence regarding a complaint.

C. Responsibility of Management

It is the responsibility of any person supervising one or more employees to take immediate action regarding any reported or known incidents of harassment.

Compass Group Canada seeks to provide a safe, healthy and rewarding work environment for its associates. Workplace harassment will not be tolerated within this Company! If you feel you have experienced workplace harassment, report it. We want to hear from you.

#6 Premiums and Incentive Programs

Occasionally the **Company** has implemented additional premiums and incentive plans for recruitment and retention reasons.

In the event the **Company** decides during the term of this agreement that additional premiums and/or incentives are necessary; the **Company** agrees to provide documentation to the Union and obtain approval in writing from the Union before implementation.

In the event that the **Company** decides that any current or future additional premiums and incentives are no longer necessary, it will give the Union and affected employees one (1) month's notice before eliminating or reducing them.

The Parties agree to act in good faith in this matter.

It is understood that this does not include specific premiums listed in Appendix "A".

Signed this _____ day of _____, **2013**.

For The **Company**:

For The Union:

Company Committee:

Bargaining Committee:

Judy Wharfield
Paul Smith
David Seymour

Sushma Sherman
Lettebrahan Kidane
Gwen Eccleston
Lee Clarke
Laura Lowrie
Ricardo Demenezes

This Agreement was ratified on **April 25th, 2013**.

UNITED FOOD & COMMERCIAL WORKERS LOCAL 401
MEMBERSHIP APPLICATION



PRINT OR TYPE

Last Name:		First Name:		Initial:	Sex:	Date of Birth (Mth/Day/Yr): / /	
Address:		City:	Province:	Postal Code:		Home Phone:	
Social Insurance Number (SIN):		Date of Hire(Mth/Day/Yr):		Company Name:		Store #:	<input type="checkbox"/> Full time <input type="checkbox"/> Part time
Position:			Previous Affiliation UFCW Local #:				
I hereby authorize you to deduct from my wages and pay to the above Union, fees, as authorized by regular and proper vote of the membership for this Union.							
Applicant's Signature:				Date Signed (Mth/Day/Yr):			

Application for Membership

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances either directly or through such local Union as it may duly designate.

Use of Personal Information

Personal information provided on this form will be used by the Union (United Food & Commercial Workers International Union, United Food & Commercial Workers Canada, and United Food & Commercial Workers Local No. 401) to verify your union membership, represent you for the purposes of collective bargaining, handling grievances, and all other matters relating to your employment. It will be used to communicate with you about the activities of the Union, to advise you of benefits available to you as a Union member, to make payments to you as required, and to verify that union dues deducted by the Employer are remitted to the Union, as required by law. Where required, information will be shared with third parties such as benefit plans, including pension plans and dental plans. It may be used for statistical purposes by the Union. United Food & Commercial Workers Local No. 401 has policies and procedures to safeguard your privacy and protect your personal information. Your personal information will not be sold.

Consent to Use Personal Information

By signing this form, I consent to the use of my personal information by United Food & Commercial Workers Local No. 401 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. I further authorize and direct my Employer to release any and all information or documentation relating to me, in their possession or future acquired information to United Food & Commercial Workers Local No. 401 for the above purposes and authorizes United Food & Commercial Workers Local No. 401 to collect and use the same for those purposes.