

**Memorandum of
Settlement**

BETWEEN

Canadian Union of Public Employees Local 15 (hereafter "the Union")

-and-

Compass Group Canada Ltd
at
Langara College Cafeteria

(collectively "the Parties")

WHEREAS the Union is party to a collective agreement encompassing employees of the above noted employer at Langara College Cafeteria, and,

WHEREAS this collective agreement expired on March 31, 2023, and,

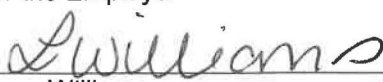
WHEREAS the parties have engaged in negotiations for the renewal of the collective agreement,

BE IT RESOLVED:

- 1 The Parties herein agree to the terms of this settlement as constituting a full resolution to all issues with respect to the renewal of the respective collective agreement
- 2 Unless amended herein, all Articles, Schedules and Letters of Understanding of the collective agreement shall be renewed
- 3 The undersigned representatives hereby agree to recommend acceptance of all terms of this settlement to their respective principles
- 4 The Collective Agreement shall be effective from April 1, 2023 and shall expire on September 30, 2027
- 5 The amendments to the collective agreement are set out below
- 6 The effective date for all changes to the new collective agreement will be the date of ratification of this Memorandum of Settlement, unless otherwise specified.

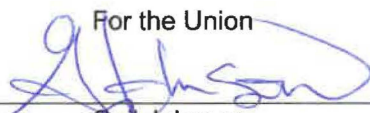
Signed May 23, 2024

For the Employer



Laura Williams

For the Union



Gail Johnson

NON-MONETARY ITEMS

Article 1.0.6

The Union agrees that there will be no strike and the Employer agrees that there will be no lockout as long as this agreement continues to operate.

Should the **British Columbia** Labour Relations Board (**BCLRB**) rule a strike is in contravention of the Labour Relations Code, the Union agrees to instruct its members to comply with the ruling.

Should the ~~Labour Relations Board~~ **BCLRB** rule a lockout is in contravention of the **British Columbia (BC)** Labour Relations Code, the Employer agrees to instruct its Principals/Managers to comply with the ruling. The terms "strike" and "lockout" shall be as contained in the **BC** Labour Relations Code.

Article 2.0.6

The Employer agrees that the Union may use the bulletin board in the ~~lunchroom~~ **by the punch clock in each service area: Cafeteria, Subway, Starbucks**, subject to any contrary instructions by the College. The Union will use the bulletin board to post notices related to legitimate union business. The Union will not post any material that is detrimental to the Employer or its client (Langara College). The Union will maintain the bulletin board.

Article 3.1.4

Where a person who is the subject of the ~~grievance~~ **human rights complaint** is the Employer representative at any step of the Grievance Procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate Employer representative.

Article 3.2.3

Where a person who is the subject of the ~~grievance~~ **harassment complaint** is the Employer representative at any step of the Grievance Procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate Employer representative.

Article 4.4 Other Personal Leaves

An employee may request a leave of absence for personal reasons other than those referred to in the rest of Article 4. The request for leave shall be submitted in writing to the appropriate Manager and will identify the date on which the leave will start, the date the employee will be able to resume work and the reasons for the leave. If possible, the request for leave will be submitted at least ~~twenty-one (21)~~ **thirty (30)** days before the leave is to commence and the employee shall be advised in writing of the Employer's decision. The granting of the leave will be at the discretion of the Employer however no legitimate and reasonable request will be denied.

Article 4.1.1

When employees suffer an injury or illness which requires their absence, they or their designate will report this to the Employer as soon as possible **and in any case, by no later than one (1) hour before the start time of the shift.**





If the absence is expected to be more than one day, the employee will advise the Employer **of their absence for the following day** by 2:30 p.m. in order for the Employer to accommodate the schedule.

Article 4.1.2

When employees suffer an injury, whether on the job or not, or, suffer any illness preventing them from reporting to work, they will be granted leave of absence of up to twelve months. ~~Their personal physician~~ **A medical professional** must certify that they are ready and able to return to their previously held position, and such certification must be presented to the Employer at least seven (7) days prior to their scheduled return date.

Further leave of absence without pay may be granted upon written request provided the request is accompanied by a document from the employee's ~~physician~~ **medical professional** indicating that the employee is unable to return to work because of illness or injury.

Article 4.3 Jury Duty

Agree to change "turned over to" to "provided to"

Article 4.5 Domestic and Sexual Violence

The Union and the Employer recognize that employees sometimes face situations of violence or abuse in their personal life or the life of the worker's child that may affect their work and ability to attend at work. The Employer will support the employee by allowing unpaid leave in accordance with BC Employment Standards Act. ~~to attend medical appointments, legal proceedings, counselling and other matters directly related to the issue. Should the BC Employment Standards Act be changed to include provisions with respect to Domestic and Sexual violence and any unpaid or paid leave provisions, the greater benefit between the collective agreement and the ESA will apply.~~

NEW Article 4.6 Compassionate Care Leave

Employees shall be eligible for compassionate care leave in accordance with the British Columbia Employment Standards Act. This leave is in addition to other leaves provided elsewhere in this collective agreement.

NEW Article 4.7 Critical Illness or Injury Leave

Employees shall be eligible for critical illness or injury leave in accordance with the British Columbia Employment Standards Act. This leave is in addition to other leaves provided elsewhere in this collective agreement.

Article 6.3.1, 6.3.2

Remove reference to "flexible work schedule"



Article 8 Annual Vacations

Please refer to Article 10.1.6 and the **posted** Seniority List ~~attached to this agreement~~.

Article 8.0.3

Effective October 1, 1998 the past seniority referred to in the Letter of Understanding and the **posted** Seniority List ~~attached thereto~~ will reflect the following entitlement;

Article 10.1.1

New employees will be on a probation period for three (3) months **not including periods of absence such as sick leave, leave of absence or vacation**. At the commencement of employment the Employer will provide the employee with a copy of the job description and identify the criteria the employee will be assessed against for the purpose of permanent employment. At the completion of one and a half (VA) months, the Employer will meet with the employee to establish progress in their performance and, where needed, identify any areas of improvement required to complete the probation period. Should these be of a serious nature, the Employer will provide a letter to the employee identifying the same.

In the week prior to the completion of three (3) months the Employer will meet with the employee and confirm if the employee has established the competence and suitability required for permanent employment. Should the employee continue working past three (3) months, the employee will be considered to have passed probation and will be established as a permanent employee. The purpose of the probationary period is to determine the competence and suitability of the new employee for permanent employment.

A probationary employee will be dismissed with lessor standards than those normally applicable to employees with seniority.

A new employee shall not be placed on the seniority list until the successful completion of the probationary period, at which time seniority shall apply from the date of commencement of work.

Article 10.1.4

The Employer will post a seniority list on the **Union Bulletin Board in each service area** or before April 1st in each year and update the list on October 1st each year. The seniority list will contain the following information:

- (a) the employee's name;
- (b) the employee's seniority date;
- (c) the employee's job classification.

(No change to Article 10.1.5)

Article 10.1.6

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The parties agree that the ~~attached~~ **posted** seniority list accurately represents the seniority list for bargaining unit employees, but only applicable within the following terms and conditions.

Article 11.3.1

When a permanent ongoing vacancy or temporary vacancy anticipated to be greater than two (2) months in duration occurs, for any present or new classification covered by this Collective Agreement, a notice of vacancy will be posted **internally on the bulletin board in each food service area; Cafeteria, Subway, Starbucks**, for a period of ten (10) days, excluding weekends. Upon an incumbent returning to a temporary vacancy filled, the current employee in the position will return to their previous position. The layoff procedure in Article 10.3 will apply to any employee displaced as a result of the employee returning to their previous position. Subsequent vacancies arising from the position being filled will be filled in accordance with Clause 11.3.7.

Postings will be sent to those workers who request them in writing.

Article 11 .3.8

All posted vacancies identified in 11.3.2 will be established as the Job Description for the employee assigned to the position, **in accordance with Article 11.2, and posted internally on the bulletin board in each food service area; Cafeteria, Subway, Starbucks. Postings will be available for any employee and the CUPE Local 15 Staff Representative upon request.** It is agreed that the descriptions are not all inclusive of duties assigned.

Article 11.3.12

Uniform/Pants – agree to move to Article 15.1.1 Uniforms

New Article 12.5.6

Where the employer is going to have an investigation meeting that may lead to discipline, an employee shall be offered union representation, or an employee observer of their choice at the meeting.

New Article 12.5.7

All employees will be given a copy of any discipline prior to this information being placed in their file.

Article 14.0.3

If an employee becomes ill during a shift, **and wishes to leave, the employee will advise the Supervisor.** ~~the employee will report to the Supervisor. If the employee wishes to go home or to a doctor, the Supervisor must be so advised. permission will be granted~~

Article 14.0.4

If required by the Occupational Health and Safety Regulations, **and if not already being provided by the College**, there will be an employee in the bargaining unit designated as a First Aid Attendant on each shift, provided that an employee on each shift possesses a valid Industrial First Aid Certificate.

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(No change to Article 14.0.5)

Article 15.6.2

The Employer will give a Record of Employment Certificate **in accordance with the requirements set out by Service Canada.** ~~to any employees who separate from employment for at least seven (7) days within five (5) days of the last day worked.~~

Article 15.3 Long Service Recognition

Employees that have completed fifteen (15) years of employment with the Employer will receive long service recognition of one hundred and fifty (150) dollars. For each additional completed five (5) years of service with the employer, the employee will receive an additional fifty (50) dollars added to the base amount.

For example:

Fifteen (15) years: \$150;
Twenty (20) years: \$200;
Twenty-five (25) years: \$250;
Thirty years (30) years: \$300;
Thirty-five years (35) years: \$350, and so on.

Note: New 15.3 above, renumber remainder of the article.

NEW Article (Pay Statements)

Employees will be paid twice per month or biweekly based on the current practice by the employer. Pay stubs shall be delivered ~~on or prior to pay day~~ in an individually sealed envelope, or electronically.

A detailed statement of earnings shall be made available to each employee ~~on every pay day~~. This statement will show all the regular hours worked, the rate of pay, all overtime hours worked and the corresponding rate of pay, general holiday pay, the date of the pay period and a complete itemized list of deductions.

Where the employer provides the statement of earnings and/or T4's by electronic means they will provide an employee with an orientation during working hours (without a loss of pay) on how to access this information.

Payroll errors ~~in excess of one hundred (100) dollars~~ will be **investigated** ~~rectified~~ no later than 48 hours after the employer receives notice of the error, **and if applicable, rectified within the next off-cycle pay run.** ~~Payroll errors less than one hundred (100) dollars will be rectified on the following payroll.~~

NEW LOU re: schedule posting

The parties have agreed that Article 6.2.6 of the collective agreement as it relates to posting the schedule will be maintained during the life of this collective agreement.

It is agreed, however, that during the four month period beginning in September 2024, and ending in December 2024, the Company will post the schedule two weeks in advance, on every other



Thursday. This will be done on a trial basis only. The parties agree to mutually address any ramifications flowing from this trial, which may include the requirement to issue multiple versions of the schedule, an increasing number of last minute “book offs” and any other issue that may arise.

The parties may, by mutual agreement, extend the practice of posting the schedule two weeks in advance, beyond December 2024. If at any time during the life of this collective agreement, either party wishes to revert to the language of the collective agreement, they must provide the other party 30 days notice.

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MONETARY ITEMS

Article 4.2 Bereavement Leave

- Increase paid bereavement leave to five (5) days for immediate family

Article 6.4.4 Food and Drink Consumption

For the meal period and rest periods, employees will be limited to one (1) coffee/tea and one (1) muffin or one (1) lower priced baked good for each rest period, **at no cost to the employee.** An employee will be charged twenty five (25) percent of the value of any food they purchase **to be consumed at the workplace, to a maximum value of fifteen dollars (\$15.00).** Employees will not remove any food or drink from the premises of the company.

Article 6.4.5 (e)

When an employee works a minimum of ~~one (1)~~ **two (2) hours** of overtime immediately before or following his/her scheduled hours of work, an employee shall have a fifteen (15) minute break with pay, where applicable depending on operation requirements. The said 15 minute break shall be taken within one and a half (1 1/2) hours of the commencement of overtime.

Article 8.0.3 Annual Vacations

- Entitlement to five (5) weeks' vacation applicable at fifteen (15) years of service

Article 9 Statutory Holidays

- Propose to include National Day for Truth and Reconciliation

Article 11.3.9 Job Postings – Lead Hand

Where an employee is designated as a lead hand they will receive 1.25 dollars per hour for the entire scheduled shift. If an opportunity arises where someone can be designated as a lead hand, this opportunity will be posted **internally on the bulletin board in each food service area; Cafeteria, Subway, and Starbucks.** In accordance with 11.3.3, employees will have the opportunity to apply for this designation and will be considered based on qualifications, skills and experience for the role. All else being equal, seniority will be taken into consideration. The designation will be made at the Employer's sole discretion.

Article 11.3.12 Uniform/Pants

- Increase uniform/pant reimbursement to thirty dollars (\$30) per year for full time associates and fifteen dollars (\$15) per year for part time associates

Article 13 Health and Welfare Benefits

13.3 Optical Plan

The Employer will reimburse employees up to ~~three hundred (300)~~ **three hundred and fifty (\$350)** dollars for each employee and spouse and each dependent (child up to twenty-one (21) years or twenty-six (26) years if enrolled in school or **permanently disabled dependent**) in each two (2) calendar year period for



the purchase of prescription eyeglasses or contact lenses, which are prescribed for employees and dependents. The same reimbursement will apply towards laser surgery.

13.5 Extended Health Care Plan

Drug Benefit

- 90% reimbursement for prescription drugs with a \$6.00 deductible with a ~~\$2000~~ **\$2500** maximum per calendar year

Major Medical Benefit

- Psychologist, **Counsellor, Clinical Counsellor, Social worker therapist (MSW)**- ~~\$1000~~ **\$1500** per calendar year.
- Chiropractor, Naturopath, Podiatrist, Chiropodist, Speech Therapist, Physiotherapy, Osteopaths, Massage Therapy - ~~\$200~~ **\$300** per calendar year for each **No medical professional referral required**
- Eye Exams - ~~\$35~~ **\$100.00** per year

13.6 Dental Plan

The Plan will include the following services, using the current provincial fee scale, with applicable limitations:

Basic Coverage at 90% **co-insurance:**

- Prophylaxis (cleaning), once every ~~9~~ **six (6)** months
- Scaling and Root Planting (~~4 time~~ **8 time** units per year)
- Fluoride Treatments
- Extractions
- Amalgam and Tooth Coloured Fillings
- Oral Surgery, Anesthesia and its administration
- Diagnostic Laboratory Tests
- Antibiotic Drug Injections
- Endodontics and Periodontics

The Coinsurance for basic coverage will increase to ninety per cent (90%).

Major Coverage at ~~50%~~ **60%** co-insurance:

- Caps, Crowns and Bridges, to a maximum of ~~\$850~~ **\$1000.00** per year for individual coverage, or ~~\$1,700~~ **\$2,000** per year with family coverage.

The Plan will provide for Orthodontics Co-insurance at fifty percent 50% with a lifetime maximum of fifteen hundred dollars \$1500.

Article 13.7.1 Paid Sick Days

After one ~~(1) year~~ **ninety (90) consecutive days** of employment, each eligible employee will be entitled to ~~three (3)~~ **five (5)** sick days, at full regular pay. **An additional 3 days may be taken as unpaid sick days.**



Article 13.7.5

An employee may be required to produce a note from a medical practitioner for any illness, verifying that they were absent due to illness. **The Company agrees not to require medical evidence for absences of three days or less, other than in a case of questionable circumstances. All requests will be reasonable in the circumstances.**

Any medical certificate required by the employer to justify a period of absence due to illness shall be reimbursed up to the amount of ~~twenty-five (25)~~ **thirty dollars (\$30)** by the Employer upon proof of payment.

Article 14.0.1 Health and Safety

- Agree to Union's proposed changes to article 14.0.1 (a), (b), and (d)
- Counter-proposal to article 14.0.1 (c): Committee will be established in accordance with the British Columbia Occupational Health and Safety Regulation

Article 15.1.2 Uniforms

The Employer will hold, on site, several uniforms to accommodate the emergency needs of employees.

The Employer will provide uniforms to the employees. ~~Employees shall have access to the washer and dryer provided by the College and~~ The Employer shall pay each employee ~~thirty (30)~~ **fifty (50)** cents per day for the cleaning of their uniforms.

Employees shall be neat and tidy at all times and comply with food handling practices.

Employees who are required to wear specific attire for special events will be entitled to a reimbursement once per year to 50% of the value to a maximum of ~~\$30.00~~ **\$20.00**. This will require the production of the receipt.

Article 15.2 Shoe Allowance

- Increase reimbursement for shoe allowance to fifty dollars (\$50)

New 15.9.5 Registered Retirement Savings Plan

The employer will match employee contributions for all regular full time and part time employees who average 20 hours per week to a maximum of 2% of the employee's base wages per month. For clarity, the employer is not required to contribute to an RRSP fund for employees on leave of absence without pay.

Appendix A:

- Agree to review all classifications and job descriptions
- The Company will provide the Union with a list of all job classifications and corresponding draft job descriptions for all unionized positions within the Langara College Cafeteria bargaining unit by July 31, 2024
- The Union will review and be prepared to provide comments during a discussion between the parties to be

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scheduled no later than September 30, 2024

- The Union is free to submit questions via email in the interim

Wages

Increase wages as follows:

April 1, 2023: 2.5% upon ratification for all classifications, retroactivity for active associates only

April 1, 2024:

Wage Adjustment applied on March 31, 2024 wage rate

Dishwasher - \$0.25

General Help/Cashier/Specialty Server - \$0.55

Baker/Short Order - \$0.75

2% increase applied thereafter, for all classifications

October 1, 2024: 2.5% for all classifications

October 1, 2025: 4% for all classifications

October 1, 2026: 4% for all classifications

Agreement will expire September 30, 2027

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