

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**



**AND**

**ARAMARK CANADA FACILITY SERVICES LIMITED  
(VANCOUVER COASTAL HEALTH AUTHORITY)**

**October 1, 2008 to September 30, 2012**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

### **1.02 Human Rights Code**

(a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.

(b) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **1.03 Procedure for Filing Complaints**

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.

(b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.

(c) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies. Within fourteen (14) days of completion of the investigation, the complainant shall be notified of the results.

(d) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.

(e) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.

(f) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

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## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.01 Sole Bargaining Agency**

- (a) During the life of this Agreement the Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work and terms and conditions of employment.

### **2.02 Union Shop**

- (a) All employees covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first (1<sup>st</sup>) day of the third (3<sup>rd</sup>) bi-weekly pay period after their initial date of employment in the bargaining unit.
- (b) Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Grievance Procedure.



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### **2.03 Union Check-Off**

- (a) With written authorization, the Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

- (b) The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.
- (c) The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- (d) In February and August of each year, the Employer shall provide to the Secretary-Business Manager of the Union, a site specific list, in order of seniority, of all employees in the bargaining unit, showing their job titles, status and addresses and their telephone numbers known to the Employer.

### **2.04 New Employee Orientation**

New employees will be advised that a Collective Agreement is in place and be provided with the name of their Shop Steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of his/her employment.

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## **2.05 Shop Stewards**

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) The Union and the Employer will agree to the number of Shop Stewards at each worksite with consideration given to the number of employees and geographical location. Where an agreement cannot be reached, Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards per worksite for up to twenty-five (25) employees covered by this Agreement, with a maximum number of six (6) Shop Stewards per worksite.
- (2) The Employer is to be kept advised in writing of all Shop Steward appointments and resignations.
- (3) One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee Member shall obtain the permission of his/her immediate Supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

## **2.06 Badges and Insignia**

Employees are permitted to wear pins with the HEU logo or Shop Steward badges.

## **2.07 Bulletin Boards**

The Employer shall make every possible effort to provide bulletin board space in a conspicuous location for the use of the Union.

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**2.08 Notice of Union Representative Visits**

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall only interrupt employees' work with the permission of the Manager or designate. Such permission shall not be unreasonably withheld.

**ARTICLE 3 - DEFINITIONS****3.01 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

**ARTICLE 4 - MANAGEMENT RIGHTS/BARGAINING UNIT WORK****4.01** Except as otherwise provided in this Agreement, the following rights are vested exclusively with the Employer:

- a) manage and direct the employees, plan direct and control the Employer's operation;
- b) to hire, promote, demote, transfer, increase or decrease the workforce;
- c) to determine the work to be done;
- d) to discipline, suspend and discharge employees for just cause and maintain order and efficiency;
- e) establish new, and abolish existing, job classifications;
- f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- g) establish standards, policies and procedures that are reasonable and not in conflict with this Agreement. A copy of any new policy shall be supplied to the Union Committee and then communicated to employees, with a copy provided to the employees;
- h) to sub-contract work in accordance with Article 15.02;

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- i) determine the methods of operation, the level of quality or work performance, the amount of supervision, the schedules of work, the rotation of shift, the hours and days of work, and the number of employees required at any given time.

#### **4.02 Management Excluded From Bargaining Unit Work**

Management shall not perform work of the bargaining unit except for the purposes of training, quality control purposes, occasional rest periods and meal breaks, or in cases of emergency when employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

### **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

The Union agrees that there shall be no strike, walkout or other interruption of work by any employees or group of employees during the term of this Agreement. The Employer agrees there shall be no lockout during the term of this Agreement.

### **ARTICLE 6 – REGIONAL UNION/MANAGEMENT COMMITTEE**

The parties agree to establish Union/Management committees in the Coastal Health Authority and Providence Health Care, which shall be divided into nine (9) regions, as listed in Appendix #1. For each region, membership on the Union committee shall be two (2) employees and the Secretary Business Manager of the Union, or his/her representative. ARAMARK shall have equal representation on the committees.

#### **6.01 Regional Union/Management Meetings**

The parties agree to conduct Regional Union/Management meetings three (3) times per calendar year. Exceptionally meetings may occur more frequently in the event there are urgent matters that need to be addressed. In all cases the requesting party shall make every effort to advise the other in writing a minimum of fifteen (15) working days in advance that they are convening a meeting and provide an agenda with a description of the matters to be addressed.

Regional Union/Management meetings will be conducted for the purpose of discussing issues that impact employees at all ARAMARK Vancouver Coastal Health/Providence Health Care

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work sites. Such meetings may be used to discuss issues, including but not limited to:

- a) workload issues;
- b) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- c) correcting conditions causing misunderstandings;

For each meeting, membership for the Union shall be up to three (3) staff members from the Union accompanied by up to five (5) employees representing the regions. ARAMARK shall be entitled to have up to equal representation at the meetings.

The role of Chairperson and Secretary (minutes) for the meetings shall be shared by the Union and ARAMARK.

#### **6.02 Payment for Employees Attending Regional Union/Management Meetings**

The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and Committee members shall be compensated at the regular straight time hourly rate.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

#### **7.01 Grievance Investigations**

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance, and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

When it is necessary to hold a disciplinary meeting, the Employer shall advise the employee in advance, providing that this does not result in an undue delay in the appropriate action being taken.

## **7.02 Right to Grieve Disciplinary Action**

Employees shall have the right to grieve written censures or warnings, adverse reports or employee evaluations under Article 11.01. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official employee evaluations or disciplinary documents relating to patient/resident abuse or harassment shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## **7.03 Grievance Procedure**

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

If an employee has a grievance, his/her grievance shall be settled as follows:

### **STEP ONE:**

The employee, with or without one of a Shop Steward or Union Committee member, shall first discuss the grievance with his/her immediate Supervisor or delegate within seven (7) calendar days of the occurrence of the grievance. The decision of whether or not to be represented by the Union at this step shall be the employee's. If the grievance is not settled at this step, then:

### **STEP TWO:**

The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the site Manager by one of a Shop Steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the site

Manager shall give his/her written reply. If the grievance is not settled at this step, then:

**STEP THREE:**

The Regional/Union Management Committee or its delegate shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days.

Grievances, such as policy grievances that are of a general nature, may also be introduced at this step.

**Union Management Committee**

The parties agree to establish a Union/Management Committee at each site. Membership on the Union Committee shall be up to two (2) employees and the Secretary Business Manager of the Union or his/her representative. ARAMARK shall have equal representation on the Committee. The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and Committee members shall be compensated at the regular straight time hourly rate.

**Employer Committee**

The Employer shall designate individuals to represent the Employer for labour relations purposes of whom one person shall be designated as chairperson. At all times the Employer shall keep the Union informed of the names of its designates.

**Union Committee**

The Union shall appoint and maintain a Committee comprising of persons who are employees of the Employer, and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. At all times the Union shall keep the Employer informed of the individual membership of the Committee.

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#### **7.04 Dismissal/Suspension for Alleged Cause**

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Two of the grievance procedure. If the grievance is not resolved at this step, the parties will meet within fourteen (14) days of the site Manager's response at Step Three.

#### **7.05 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to Chris Sullivan, Irene Holden, Vince Ready, Glenn Sigurdson or a substitute agreed to by the parties, shall by the mutual agreement of the parties:

- (a) investigate the difference
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The parties shall jointly bear the cost of the Troubleshooter.

#### **7.06 Expedited Arbitrations**

- (1) Grievances for Expedited Arbitration shall be scheduled to be heard on a date and at a location mutually agreed by the parties.
- (2) As the process is intended to be non-legal, lawyers will not be used to represent either party. All presentations are to be



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short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (5) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (6) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Irene Holden, Vince Ready, Glenn Sigurdson or a substitute agreed to by the parties.
- (7) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (8) It is understood that it is not the intention of either party to appeal a decision of an Expedited Arbitration proceeding.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Composition of Board**

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

List of Arbitrators:

1. Chris Sullivan
2. Irene Holden
3. Vince Ready
4. Glenn Sigurdson.

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The decision of the said arbitrators made in writing in regard to any difference(s), shall be final and binding upon the Employer, the Union, and the employees concerned.

#### **8.02 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order his or her reinstatement with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

#### **8.03 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

#### **8.04 Expenses of Arbitration Board**

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

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- 8.05** The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 8.06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 8.07** The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

## **ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS**

### **9.01 Regular Full-Time Employees**

A regular full-time employee is one who works 36.25 or more hours per week on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis.

### **9.02 Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis.

### **9.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work but is employed to relieve in vacancies created by the absence of a regular full time or regular part time employee or to perform emergency or unanticipated or irregular relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis.

### **9.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined in one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure.

## **ARTICLE 10 – PROBATIONARY PERIOD**

- 10.01** For the first five hundred and twenty (520) hours or six (6) months (whichever comes first) of continuous service with the Employer, an

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employee shall be a probationary employee. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

#### **10.02 Rejection During Probation**

- (a) A rejection during probation shall not be considered a dismissal for the purpose of Article 7.04. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance, including interpersonal relations.
- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 7, grieve the decision.

### **ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILE**

#### **11.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. A provision shall be made on the evaluation form for an employee to sign it. The form shall provide for signature to agree or disagree with the evaluation. The employee shall sign the evaluation within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed in agreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

#### **11.02 Personnel File**

Upon one (1) week's notice, an employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, provided no documents are removed from the file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

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The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

## **ARTICLE 12 - SENIORITY**

### **12.01 Promotion, Transfer, Demotion**

In the promotion, transfer or demotion of employees, seniority shall be the determining factor where the required qualifications, skills and abilities are equal between two or more applicants.

### **12.02 Qualifying Period**

If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of sixty (60) worked days.

If an employee has been promoted, voluntarily demoted or transferred, and during the aforementioned sixty (60) day period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the first two (2) weeks of the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section. Requests during the remainder of the qualifying period may be granted if disruption is minimal.

### **12.03 Temporary Promotion, Transfer or Reassignment**

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued benefits when the temporary promotion, transfer or demotion terminates.

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When in circumstances other than emergencies, it becomes necessary to temporarily reassign an employee for operational purposes; the Employer shall reassign the least senior qualified employee which results in minimal disruption of the workplace.

#### **12.04 Military Service**

It is understood service with the regular Armed Forces of Canada in time of war or compulsory military service does not constitute a break in continuous service and shall not affect an employee's seniority rights.

#### **12.05 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of an employee covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **12.06 Loss of Seniority**

Seniority status, and job, once acquired will be lost only for the following reasons:

- a) voluntary resignation, retirement, acceptance of a severance package, or
- b) is discharged for just cause and not reinstated under the grievance or arbitration procedure, or
- c) is absent from work by reason of layoff for longer than six (6) months, or
- d) if a laid off employee fails to report for work of an ongoing nature within three (3) days of the date of notification by registered mail. Employees required to give notice to another employer shall be deemed to be in compliance with the three (3) day provision, provided they return to work within fourteen (14) calendar days.
- e) Any employee who fails to report for work and does not notify his/her Supervisor or designate within three (3) work days, and who cannot give an acceptable reason for his/her

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absence, shall be considered as having abandoned his/her position.

**12.07 Seniority Defined**

Seniority shall be defined as the total accumulated hours, exclusive of overtime, calculated from the date the employee last entered the service of ARAMARK.

**ARTICLE 13 - JOB POSTINGS AND APPLICATIONS**

**13.01 Job Postings and Applications**

The Employer agrees that all regular scheduled positions shall be posted for a period of seven (7) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary Business Manager or Union designate.

**13.02 Information on Postings**

- (a) All job postings shall indicate the following:
- Date of posting and closing date of posting
  - Work days and days off
  - Pay rate
  - Hours of work and worksite
  - Start date of position
- (b) All postings shall also include a summary of the job description, duties and qualifications and current work area for information purposes only.
- (c) The hours of work, including stop and start times, days off and work area may be subject to change provided that the change is consistent with operational requirements and is not in violation of the provisions of the Collective Agreement.

**13.03** The Employer shall, within three (3) calendar days of the successful applicant being notified, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

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#### **13.04 Temporary Vacancies less than 60 Days**

- (a) Notwithstanding clause 13.01, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
- (i) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;
  - (ii) by casual employees;
  - (iii) if the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made;
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 13.01.

#### **13.05 Transfers within Worksites**

- (a) Employees will be provided with the opportunity to transfer to another worksite only after the internal posting process has been concluded and the position remains vacant. Transfers will be considered in the following order:
- (i) Employees in the Region as defined in Appendix I.
  - (ii) Employees outside of the Region as defined in Appendix I.
- (b) Employees who want to move to another worksite within the bargaining unit worksites shall do so in the following manner:
- Notify your current worksite Supervisor or Manager and Union Shop Steward in writing identifying which site the transfer is requested for.
  - The Supervisor shall ensure the employee is duly considered for postings provided the employee has been employed at the sending facility for not less than



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one year and has at least a satisfactory performance record.

- (c) Qualified employees' transfer requests shall be granted prior to any external hiring into the receiving worksite.

Copies of the Employer's transfer application forms shall be posted on the bulletin boards for employees' information.

- 13.06** Where the absence of one or more employees occurs the Employer will make every reasonable effort to redistribute work responsibilities through reassignment of priorities, reassignment of work, and utilization of casual staff to minimize the impact on employees.

An employee who believes his/her workload is unsafe shall discuss the problem with his/her immediate Supervisor.

#### **ARTICLE 14 - JOB DESCRIPTIONS – DUTIES**

- 14.01** Each employee shall be provided with a copy of the job description for his/her position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.

Job descriptions shall contain the job title, qualifications and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

- 14.02**
- (a) In the event that the Employer establishes a new classification, the Union shall receive a copy of the job description and the proposed wage rate.
- (b) If the Union does not object in writing within thirty (30) days following such notification, the classification and wage rate shall become the agreed to job description.
- (c) If the Union files written objection, the parties shall meet at Step Three of the grievance procedure and attempt to reach agreement as to an appropriate wage rate. If the issue is not resolved it may be referred to Expedited Arbitration.
- (d) If the wage of a new classification is adjusted by means of negotiation or otherwise, such adjustment shall be

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retroactive to the date the new or revised classification came into effect, unless otherwise negotiated.

- 14.03** If an employee considers there has been a significant change to their job, to the extent that it changes their job classification, the employee may initiate a grievance in accordance with Article 7. If the issue is not resolved under Step Three it may be referred to Expedited Arbitration.

## **ARTICLE 15 - CONTRACTING OUT**

### **15.01 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

### **15.02 Exceptions**

The Employer has the right to contract for services when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or if the work poses a significant health and safety risk for existing employees, or
- (c) an emergency occurs.

## **ARTICLE 16 – TECHNOLOGICAL CHANGE**

- 16.01** As per Section 54 of the Labour Relations Code, where the Employer intends to introduce technological change which affects the job security of employees, the Employer shall give no less than sixty (60) calendar days notice in writing to the Union.

- 16.02** The Employer and the Union shall meet within twenty-one (21) days of the date of the notice.

- 16.03** If the Employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this Agreement.

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**16.04 Group Terminations**

Employees shall be entitled to Group Terminations as outlined in Section 64 of the current Employment Standards Act. Any changes, modifications, to the Act will also apply.

**ARTICLE 17 – REDUCTION OF WORKFORCE****17.01 Role of Seniority in Layoff**

- (a) In the event of a layoff, regular employees shall receive, where possible, written notice of lay off, no less than fourteen (14) days in advance of the lay off date. A layoff notice shall be issued in the reverse order of seniority, by classification, provided those retained are qualified to perform the position. A copy of such notice shall be provided to the Secretary Business Manager and Union Shop Steward.

A reduction of twenty-five percent (25%) or more of an employee's scheduled hours of work per week shall be considered a layoff.

- (b) The Employer will layoff employees in reverse order of seniority within the classification provided those retained have the required qualifications, skills and abilities to do the work.
- (c) The Employer will layoff or reduce hours of employees in reverse order of seniority within the classification provided those retained have the required qualifications, skills and abilities to do the work.

**17.02 Layoff/Reduction in Hours – Six Weeks or Less**

In the event of a layoff of less than six (6) weeks, a regular employee may choose one of the following options:

- (1) Accept the layoff or reduction in hours;
- (2) Accept the layoff or reduction in hours and be assigned available casual hours ahead of casual call in for work;
- (3) Elect unpaid leave or take vacation entitlement earned.

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**17.03 Layoff/Reduction in Hours – Greater Than Six Weeks**

- (a) In the event of a layoff of greater than six (6) weeks, a regular employee may choose one of the following options:
  - (1) Displace the most junior employee at the worksite with the same number of hours in the job classification for which he/she has the required qualifications and ability to do the work.
  - (2) If a position is not available with the same number of hours, the employee may displace the most junior employee at the worksite with the next fewer hours within the job classification for which he/she has the required qualifications and ability to do the work.
  - (3) Be placed on the casual list.
  - (4) Be placed on the recall list.
- (b) The Employer shall give notice pursuant to Article 17.01 or normal pay as follows:
  - (i) one week pay in lieu of notice, after three (3) months;
  - (ii) two weeks pay in lieu of notice, after one (1) year  
three weeks pay in lieu of notice, after three (3) years,  
plus one additional week for each additional year of  
employment to a maximum of eight (8) weeks.

**17.04 Bumping**

- (a) The Employer shall supply to the Employee and the Union designate the name of the employee that may be bumped by the Employee.

An employee must exercise their bump option within three (3) days of receiving the name of the employee that may be bumped.

- (b) It is understood that an employee who bumps shall receive the rate of pay for the new position.

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- (c) The parties agree that the qualifying period in Article 12.02 will apply to employees moving into a new position as a result of bumping. If during the qualifying period the employee is unable to perform the duties of the new position, he/she will be allowed to choose as per the options set out in Article 17.03.

#### **17.05 Recall to Employment**

- (a) Recall of employee(s) on lay off shall be in the inverse order of lay-off, provided the employee(s) being recalled has the qualifications, skills and ability to do the work available.
- (b) No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications, skills and ability to do the work available.
- (c) A recalled employee must communicate with the Employer by telephone within three (3) calendar days of notice of recall being delivered to the address last known to the Employer.

Laid off employees failing to communicate with the Employer within three (3) days of the date of receipt of notification and who do not provide a satisfactory explanation or who fail to report for work of an ongoing nature when instructed to do so shall be considered to have abandoned their right to re-employment. Employees who are required to give two weeks notice to another employer shall be deemed to be in compliance with this provision, provided they return to work within fourteen (14) calendar days.

- (d) Laid off employees shall be entitled to apply for job vacancies other than those to which they have recall rights, provided they have the qualifications, skills and ability to do the work. An employee who bids for and is successful in obtaining a posted position shall have no further rights with regard to recall.

#### **17.06 Additional Recall Options**

An employee who is laid off shall be entitled to apply for a transfer pursuant to Article 13.05.

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- 17.07** Notice of lay-off shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

## **ARTICLE 18 – TRAINING**

### **18.01 Purpose of Training**

The Employer and the Union agree to promote, wherever possible, the training or retraining of employees to improve their job skills related to their employment. It is understood that the employee will be adequately trained to perform their work. Employees may be asked to confirm in writing that they have received training.

The Employer is responsible for ensuring the documentation of employee training.

### **18.02 Paid Training**

Employees, when directed by the Employer to attend compulsory training courses pertaining to operations, shall be paid in accordance with the provisions of the Collective Agreement.

When an employee is assigned to an area where they have not previously worked, an orientation to that area will be provided. Where the employee's skill levels are not transferable to the new area, appropriate training will be provided.

### **18.03 Training in Specific Areas**

After the probationary period is concluded, an employee may indicate in writing to the Supervisor, areas of the operation where he/she requests to be trained in. When the Employer decides such opportunities are available, the Employer will train, on the basis of seniority, employees who demonstrate an ability for the work.

### **18.04 Partial Paid and Unpaid Training**

Employees may request a leave of absence to take educational courses related to their employment and employees can apply for the Employer's Education Assistance Program.

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**18.05 Regional Union/Management Committee**

The Regional Union/Management Committee may, as required, review trends in training programs for the purposes of evaluating potential employee needs.

**ARTICLE 19 - SCHEDULING PROVISIONS**

- 19.01**
- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
  - (ii) The Employer will give advance notice of changes to schedules except in cases of emergency, circumstances beyond the Employer's control, or where the employee has agreed to the change.
  - (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
  - (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 21.
  - (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
  - (e) Employees may exchange shifts with the written prior approval of the Employer.

**ARTICLE 20 - HOURS OF WORK****20.01 Continuous Operation**

The work week shall provide for continuous operation Thursday through Wednesday.

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## **20.02 Hours of Work**

- (a) The normal hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-six-and-one quarter (36.25) hours or more per week, and the work shift shall be seven and one quarter (7.25) hours or an equivalent mutually agreed to by the Employer and Union. It is understood that this does not constitute a guarantee of hours.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall not be required to work more than six (6) consecutive shifts, and shall receive two (2) consecutive days off, unless otherwise mutually agreed.

## **20.03 Rest and Meal Periods**

### **(a) Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than five (5) hours shall receive one (1) rest period.

### **(b) Meal Periods**

All employees working at least a five (5) hour shift shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

## **20.04 Shift and Remote Premiums**

Midnight Shift shall be defined as any shift in which the major portion occurs between 12:00 a.m. (2400) hours and 8:00 a.m. (0800) hours.

- (a) Employees working the midnight shift shall be paid a shift differential of eighty-five cents (85¢) per hour.



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- (b) Employees working in Pemberton or Whistler shall be paid a remote premium of three dollars (\$3.00) per hour for all hours worked.

## **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off duty days shall be paid:

- (1) One and one-half times (1 1/2x) the employee's regular hourly rate for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.
- (2) A full time employee who has worked their scheduled hours shall be paid at the rate of one and one-half times (1 1/2X) the employee's regular hourly rate for all hours on a scheduled day off.

For the purpose of determining overtime entitlement, time paid in accordance with approved Employer paid Leaves of Absence will be considered as time worked.

**21.02** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.

**21.03** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned.

**21.04** When an employee works a minimum of one (1) hour of overtime immediately before or following his/her scheduled hours of work, an employee shall have a fifteen (15) minute break with pay. If the overtime extends to beyond two and one-half (2-1/2) hours, the employee shall receive breaks in accordance with Article 20.03.

**21.05** Overtime shall be offered in the order of seniority. No employee shall be required to work overtime against his/her wishes when other qualified employees within the same classification are willing to perform the work. If no qualified employee is willing to work the overtime, it will be assigned to the most junior qualified person.

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**21.06** An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**21.07** For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

## **ARTICLE 22 - CALL-BACK TO WORK**

**22.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable rate whether or not he/she actually commences work.

These employees shall receive a transportation allowance of thirty-one cents (\$0.31) per kilometer from the employee's home to the worksite and return, plus parking costs, if any. Alternatively, the Employer may arrange for transportation for the employee, at the Employer's cost.

## **ARTICLE 23 – REPORTING PAY**

### **23.01 Guaranteed Minimum Hours**

Any employee, except those covered by Article 22.01, reporting for work at the call of the Employer, shall be guaranteed a minimum of:

- (a) four (4) hours pay at the employee's classified straight time rate of pay if the employee commences work; or
- (b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

### **23.02 Weather Conditions Excepted**

If the reasons for suspending work on any day are due to weather conditions, the minimum reporting pay shall be two (2) hours at the employee's classified straight time rate of pay.

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## **ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**24.01** In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

**24.02** In cases where an employee is required, during a scheduled shift, to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

## **ARTICLE 25 - TRANSPORTATION ALLOWANCE**

**25.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-one cents (\$0.31) per kilometer, plus any related parking costs.

An employee will not be required to use his/her own motor vehicle to conduct business of the Employer.

## **ARTICLE 26 - STATUTORY HOLIDAYS**

### **26.01 Statutory Holidays**

Employees who have worked at least fifteen (15) of the last thirty (30) days employment with the Company will be entitled to nine (9) Statutory Holidays and such other holidays as may be in the future proclaimed by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Thanksgiving Day	Good Friday
Remembrance Day	B.C. Day
Victoria Day	Christmas Day
Canada Day	

The Employer agrees to make every effort to schedule public holidays or equivalent days off as additions to the employee's two (2) regularly scheduled days off per week for employees so requesting. Such days will be taken at a mutually agreed-to time between the Employer and employee. If it is not possible to schedule public holidays or equivalent days within thirty (30) calendar days, the monies for the holiday shall be paid out.

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**26.02 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where two weeks notice is not given due to the unpredictable nature of the spiritual or holy day, then as much notice as possible shall be provided. If the notice is less than two (2) weeks, the Company shall not be obligated to grant the day off.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation.

**26.03** Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) in addition to statutory holiday pay owing.

**26.04** Subject to operational requirements, the Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**26.05** If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

**ARTICLE 27 – VACATIONS ENTITLEMENT****27.01 Annual Vacation Entitlement**

The Employer's current practice with respect to the vacation year shall be maintained. The Employer's vacation year is July 1 – June 30.

**27.02** An employee who leaves his/her employment before completing one year of service will be paid out at four percent (4%) of his/her hours worked at his/her regular rate. An employee cannot take earned vacation until he/she has completed one (1) year of employment.

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**27.03** Annual vacation shall be earned at the rate of:

- (a) Ten (10) working days per year commencing in the first (1<sup>st</sup>) year of employment, paid at four percent (4%) of gross earnings in the previous year.
- (b) Fifteen (15) working days per year commencing in the sixth (6<sup>th</sup>) year of employment, paid at six percent (6%) of gross earnings in the previous year.
- (c) Twenty (20) working days per year commencing in the eleventh (11<sup>th</sup>) year of employment, paid at eight percent (8%) of gross earnings in the previous year.
- (d) Twenty-five (25) working days per year commencing in the sixteenth (16<sup>th</sup>) year of employment, paid at ten percent (10%) of gross earnings in the previous year.

**27.04** **Vacation Entitlement upon Dismissal**

Upon termination of employment, an employee shall be entitled to pay in lieu of vacation corresponding to years of service as listed in Article 27.03.

**27.05** **Vacation Period**

Employees shall indicate their preferences as to vacation dates by March 31 of each year. An employee who fails to indicate his/her choice of vacation by March 31 shall not have preference in the choice of vacation time where other employees have indicated their preference.

The Employer will post an approved vacation schedule by May 31. The choice of vacation periods shall be granted to employees on the basis of seniority at the worksite, except where the period requested would be detrimental to the operation of the Employer.

**27.06** **Vacation Non-Accumulative**

Vacation earned in any vacation year is to be taken in the following vacation year. Employees who fail to schedule their vacation by March 31 of the year it was to be taken may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

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**27.07 Reinstatement of Vacation Days – Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**27.08 Vacation Credits upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

**27.09 Vacation Periods Overlapping**

A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced.

**27.10 Vacation Pay**

Vacation pay shall be paid in accordance with Article 37.

**ARTICLE 28 – BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

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## **ARTICLE 29 - SICK LEAVE, W.C.B, RETURN TO WORK**

- 29.01** Eligible employees will be entitled to ten (10) days sick leave per year as outlined in the Employee Benefit Booklet, which is set out in Appendix 2, attached to and forming part of this Collective Agreement. The Employer will adjust the Benefit Booklet to reflect the Collective Agreement as of April 28, 2009.
- 29.02** Sick leave with pay is only payable because of sickness of the employee and employees who are absent from duty because of sickness may be required to prove sickness.
- 29.03** An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or accident. The Employer shall advise an employee the amount of sick leave available if requested.
- 29.04** Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request. The Employer's decision for further leave of absence without pay shall be in writing. The Employer may require medical information as to the expected date of return to work.
- 29.05** **Workers' Compensation Benefits**
- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
  - (b) While an employee is in receipt of WCB wage loss benefits, paid holidays and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 35 will continue to apply to employees who are entitled to receive WCB wage loss benefits.
  - (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the Workers' Compensation Act, so long as the employee is otherwise

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entitled to benefits under those Sections of the Workers' Compensation Act.

- (d) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 32 except that seniority shall continue to accrue based on regular hours.

#### **29.06           Transportation for Accident Victim**

If an injured employee, who is unfit for work, requests assistance, transportation to the employee's home shall be provided by the Employer.

#### **29.07           Return to Work Programs**

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates. Employees shall participate in the Company's Modified Work Program in accordance with the Company's Modified Work Policy, dated February, 2008. In compliance with the Worker's Compensation Act the Employer will, when determining a return to work assignment, take into consideration the defined medical restrictions.
- (c) Return to work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided.

- (d) When an employee is being given a modified assignment in conformity with the above he/she may request the presence of a Union Representative or a Health and Safety Committee member. The details of the return to work program will be confirmed in writing to the employee.



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## **ARTICLE 30- EDUCATIONAL LEAVE**

- 30.01** Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.
- 30.02** After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses subject to the following provisions:
- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give two (2) calendar months' advance notice in writing of such request.
  - (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
  - (c) Notices granting such requests shall be given by the Employer in writing.
- 30.03** Employees are entitled to participate in the Company's Education Assistance Program.

## **ARTICLE 31 - JURY DUTY**

Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, not being himself/herself a party to the proceeding, on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received.

The employee shall not be required to turn over allowances received for traveling and meals.

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## **ARTICLE 32 - LEAVE - UNPAID**

### **32.01 Unpaid Leave**

Requests by employees for unpaid leave of absence of less than or equal to two (2) weeks shall be made in writing to the worksite Supervisor and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with the request. Notice of the Employer's decision shall be given in writing as soon as possible.

Requests from an employee for an extension to the two (2) weeks unpaid leave may be granted subject to operational requirements.

### **32.02 Unpaid Leave - After Two Years**

After two years of continuous service, an employee may request, in writing, an extended unpaid leave of absence of up to forty-five (45) days, and employees shall make every reasonable effort to give four (4) weeks notice. Every reasonable effort will be made to comply with such request providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be given in writing.

Requests from an employee for an extension to the forty-five (45) days unpaid leave may be granted subject to operational requirements.

### **32.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence shall continue to accumulate continuous service with the Company.

All seniority and benefits earned by the employee shall be maintained for unpaid leaves of absence granted for up to twenty (20) working days or less.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate either seniority or benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave. Seniority will begin to accumulate upon his/her return

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to work. Benefits will apply in accordance with the benefit provisions of the Agreement.

Employees may pay the benefit premiums and retain benefits while on unpaid leaves of absence longer than twenty (20) working days.

#### **32.04 Unpaid Leave - Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
  - (4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees

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granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 33 - MATERNITY AND PARENTAL LEAVE**

### **33.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general

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condition during pregnancy along with the expected date of confinement.

- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

### **33.02 Parental Leave for Birth and Adopting Parents**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 33.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 33.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 33.01 or following the adoption;
  - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

**33.03** Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall

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maintain the employee's benefit coverage during maternity and parental leave provided the employee maintains his/her share of the cost of the plan.

#### **ARTICLE 34 – FAMILY RESPONSIBILITY LEAVE**

Employees shall be entitled to Family Responsibility Leave benefits as outlined in Section 52 of the Employment Standards Act.

#### **ARTICLE 35- HEALTH CARE PLANS**

##### **35.01 Commencement of Coverage**

The Employer agrees to provide a Health and Welfare Plan as described in the Employee Benefit Plan booklet as set out in Appendix 2, which is attached to and forming part of this Collective Agreement. Coverage under the provisions of this Article shall apply to employees who are scheduled to work twenty (20) hours or more per week and shall commence on the first day of the calendar month after the employee has completed three (3) months of employment.

#### **ARTICLE 36 – WORK CLOTHING AND EMPLOYER PROPERTY**

##### **36.01 Uniforms**

- (a) The Employer shall supply uniforms for employees and shall replace them as required. Where possible, appropriate change rooms will be supplied when employees are required to change clothing at work.
- (b) The Employer shall supply and maintain nametags for employees who are required to wear same.

**36.02** Employees must return to the Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles, which are not returned.

##### **36.03 Personal Protective Equipment (PPE)**

- a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, and equipment required, including gloves, masks, and safety glasses to safely complete the

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job. The Employer will ensure adequate Personal Protective Equipment (PPE) are provided to employees to complete assigned work. Any absence of Personal Protective Equipment (PPE) shall be immediately reported to the Supervisor.

- b) All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, and equipment shall comply with established standards.

## **ARTICLE 37 - PAY DAYS**

**37.01** Employees shall be paid by direct deposit every second Wednesday subject to the following provisions:

- (a) The statements given to employees shall include the statutory holidays paid, the listing of all adjustments including overtime, and an itemization of all deductions.
- (b) When a payday falls on a non-banking day, reasonable efforts will be made to ensure deposit prior to the established payday.
- (c) Annual vacation pay – see Article 27.

### **37.02 Reconciling Deficient Pay**

In the event of a payroll error resulting in an underpayment of \$75.00 or less for the pay period, the correction will be made on the subsequent pay.

In the event of a payroll error resulting in an underpayment in excess of \$75.00 for the pay period, at the request of the employee, the correction will be made and cheque issued within three banking days of the Employer being notified.

In the event of an overpayment, the parties agree that the Employer is entitled to recover the amount from monies owed the employee.

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## **ARTICLE 38 – VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK**

### **38.01 Vaccination and Inoculation**

Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, the Employer shall provide reasonable expense and where necessary, reasonable time off with pay. Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer.

**38.02** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.

### **38.03 Criminal Record Check**

An employee shall, at the Employer's request and cost submit to a criminal record check. The Employer may terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee for which application has been made or where the convictions(s) is contrary to a bona fide occupational requirement.

## **ARTICLE 39 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION**

### **39.01 Occupational Health and Safety Committee**

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall have equal representation with each party appointing its own representatives.

**39.02** Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.



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**39.03** Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

**39.04 Training and Orientation**

The Joint Occupational Health and Safety Committee will discuss orientation or in-service sessions which are necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will make available information, manuals and procedures for these purposes.

**ARTICLE 40 - VARIATIONS**

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

**ARTICLE 41 – FUTURE LEGISLATION**

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

**ARTICLE 42 - EFFECTIVE AND TERMINATING DATES**

- a) The provisions of this Agreement, except as otherwise specified, shall come into force and effect on October 1, 2008.
- b) This Agreement shall be binding and shall remain in effect until midnight September 30, 2012.

**ARTICLE 43 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under

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it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

#### **ARTICLE 44 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

- 44.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.
- 44.02** The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

#### **ARTICLE 45 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE**

- 45.01** The Employer may call in casual employees to perform work for the following reasons:
- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
- 45.02** Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.
- 45.03** Part time employees may also register for casual work, provided the assignment does not conflict with the part time employee's regular schedule and there are no overtime costs.
- 45.04** Employees called in as casuals will be called in to work in order of seniority provided that they are trained and qualified to perform the work being assigned in the job classification for which they are registered.
- 45.05** Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.

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**45.06** For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.

**45.07** Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired. Employment during the probationary period will be at management’s discretion which will be exercised in fair manner. Call in for work during the probationary period will be conducted in a fair and equitable manner.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

Within two (2) weeks of each adjustment date, the Employer shall send to the Union designate a revised copy of the casual seniority lists.

**45.08** Call in procedure – All requests shall be recorded in a log which will show the name of the employees requested to perform the work, the date and time the vacancy occurred, and for information purposes only, the assignment, whether the employee accepted or declined the call to work or failed to answer the call, the time of the call and the caller’s initials.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

**45.09** A casual employee who refuses work opportunities on five consecutive occasions in a thirty (30) day period where they have indicated availability may be terminated.

**45.10** Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

**45.11** The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.

- 45.12** If a casual employee works twenty (20) or more hours per week for a period of more than three months, or if the Employer is aware that the position a casual employee is relieving in will last longer than three (3) months, such casual employee shall be enrolled in the Company's Health and Welfare benefits in accordance with the Company's Health and Welfare Plan.
- 45.13** Casual employees shall receive: vacation pay paid on each cheque, and, in accordance with their seniority as outlined in Article 26: Statutory Holidays, where entitled, they shall receive a day's pay equal to an average day's pay by dividing earnings in the last thirty (30) days by days worked.

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**WAGE SCHEDULE  
ARAMARK CANADA LIMITED  
VCHA/PHC – ALL SITES**

<b>POSITION</b>	<b>October 1, 2008</b>	<b>April 1, 2009</b>	<b>October 1, 2009</b>	<b>October 1, 2010</b>	<b>April 1, 2011</b>	<b>October 1, 2011</b>
Housekeeping	13.05	13.45	13.90	14.25	14.50	15.00
Lead Hand	14.10	14.50	14.95	15.30	15.55	16.05

There will be a Lump Sum Payment of \$0.75/hour for all hours worked excluding overtime January 1, 2009 to March 31, 2009 for all employees employed upon ratification. Payment shall be on a separate cheque within thirty (30) days of Ratification.

New employees shall be paid one dollar and twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 10.01.

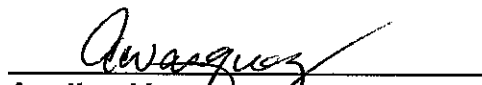
Signed On Behalf Of the Union



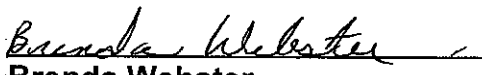
Susan Fisher,  
Coordinator of Organizing and  
Private Sector Bargaining



Noel Gulbransen  
Bargaining Representative



Avelina Vasquez  
Bargaining Committee Member



Brenda Webster  
Bargaining Committee Member



Nunilla Venezuela  
Bargaining Committee



Dean Azudjalk  
Bargaining Committee

Date: May 17, 2010

Signed On Behalf Of the Employer



George MacMaster  
Director Human Resources  
Quebec and Atlantic Canada



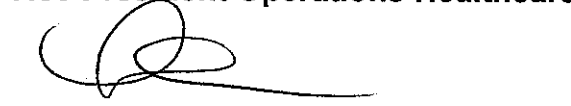
Lydia DeJong  
Director Human Resources  
Western Canada



Doug Ward  
Resident District Manager Healthcare



Tim Fowler  
Vice President Operations Healthcare



Lynn Ervin  
Vice President Human Resources

Date: May 24, 2010

Letter of Understanding

Between

Hospital Employees' Union

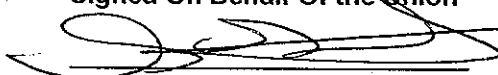
And

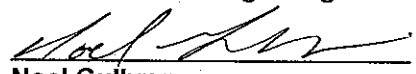
ARAMARK CANADA FACILITIES SERVICES LTD.  
(At Vancouver Coastal Health – Providence Health Care)

Re: Article 38 – Vaccination, Inoculation and Criminal Record Check

Where vaccinations/inoculations or criminal records checks are a condition of employment of the candidate (or employee, where any of the above extend into employment) the employee will be responsible for the costs of the vaccinations/inoculations or criminal records check. Upon completion of the probation period, employees will receive twenty dollars (\$20.00) towards the costs incurred for the criminal records check.

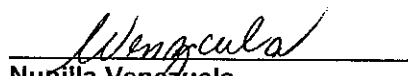
Signed On Behalf Of the Union

  
Susan Fisher,  
Coordinator of Organizing and  
Private Sector Bargaining

  
Noel Gulbransen  
Bargaining Representative

  
Avelian Vasquez  
Bargaining Committee Member

  
Brenda Webster  
Bargaining Committee Member

  
Nunilla Venezuela  
Bargaining Committee

  
Dean Azudjali  
Bargaining Committee

Date: May 17, 2010

Signed On Behalf Of the Employer

  
George MacMaster  
Director Human Resources  
Quebec and Atlantic Canada

  
Lydia DeJong  
Director Human Resources, Western Canada

  
Doug Ward  
Resident District Manager Healthcare

  
Tim Fowler  
Vice President Operations Healthcare

  
Lynn Ervin  
Vice President Human Resources

Date: May 24, 2010

Letter of Understanding

Between

Hospital Employees' Union

And

ARAMARK CANADA FACILITIES SERVICES LTD.  
(At Vancouver Coastal Health – Providence Health Care)

Re: Article 20.02 (b) – Hours of Work

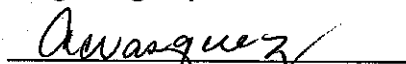
Signed On Behalf Of the Union



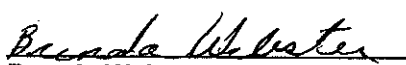
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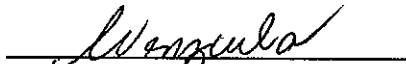
Noel Gulbransen  
Bargaining Representative



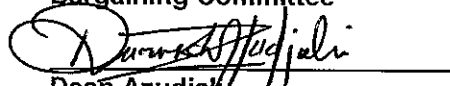
Avelian Vasquez  
Bargaining Committee Member



Brenda Webster  
Bargaining Committee Member



Nunilla Venezuela  
Bargaining Committee



Dean Azudjah  
Bargaining Committee

Date: May 17, 2010

Signed On Behalf Of the Employer



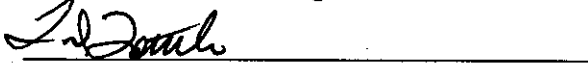
George MacMaster  
Director Human Resources  
Quebec and Atlantic Canada



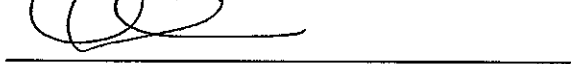
Lydia DeJong  
Director Human Resources, Western Canada



Doug Ward  
Resident District Manager Healthcare



Tim Fowler  
Vice President Operations Healthcare



Lynn Ervin  
Vice President Human Resources

Date: May 24, 2010



Letter Of Intent

Between

Hospital Employees' Union

And

ARAMARK CANADA FACILITIES SERVICES LTD.

**Re: Translink Employer Pass Program (EPP)**

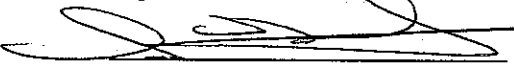
Whereas the Parties agree that participation in the EPP both reduces the impact to the environment and provides employees access to cost savings for transportation;

Therefore, the Parties agree that within three (3) months of ratification of the Collective Agreement interested post probationary full time and part time employees may enroll in the Translink EPP.

It is understood and agreed the administrative costs of the program are the Employers responsibility.

It is understood and agreed the enrollment fee of \$15.00 is the responsibility of the employee.

Signed On Behalf Of the Union

  
Susan Fisher,  
Coordinator of Organizing and  
Private Sector Bargaining

  
Noel Gulbransen  
Bargaining Representative

  
Avelian Vasquez  
Bargaining Committee Member

  
Brenda Webster  
Bargaining Committee Member

  
Nunilla Venezuela  
Bargaining Committee

  
Dean Azudjali  
Bargaining Committee

Date:

May 17, 2010

Signed On Behalf Of the Employer

  
George MacMaster  
Director Human Resources  
Quebec and Atlantic Canada

  
Lydia DeJong  
Director Human Resources, Western Canada

  
Doug Ward  
Resident District Manager Healthcare

  
Tim Fowler  
Vice President Operations Healthcare

  
Lynn Ervin  
Vice President Human Resources

Date:

May 24, 2010

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## APPENDIX NUMBER 1

### Regional Labour Management Committees:

1. **Sunshine North:**

Powell River General Hospital, Olive Devaud, Evergreen Extended Care.

2. **Sunshine South:**

St. Mary's Hospital, Shorncliffe Care Home, Totem Lodge and Kiwanis Village Care Centre.

3. **North Shore:**

Lions Gate Hospital, Kiwanis Care Centre, Cedarview Lodge, Margaret Fulton Centre, West Vancouver Community Health Centre.

4. **Sea-to-Sky:**

Squamish General Hospital, Hilltop House, Pemberton Health Centre, Whistler Health Care Centre.

5. **Richmond:**

Richmond Hospital, Minoru Residence, Richmond Lions Manor.

6. **St. Vincent:**

Mount St. Joseph Hospital, Brock Farhni Pavilion, Langara Site, Youville Residence, Holy Family Hospital.

7. **UBC:**

UBC Hospital, George Pearson Centre, G.F. Strong Centre, Dogwood Manor.

8. **St. Paul's Hospital.**

9. **Vancouver General Hospital.**

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## APPENDIX NUMBER 2

### Health and Welfare and Sick Leave Plan

The Employer agrees to provide a Health and Welfare Plan as described in the Employee Benefit Plan booklet the first of the month after the employee has completed three (3) months of employment.

Employees are eligible for the Health and Welfare Plan if they are regularly scheduled to work twenty (20) or more hours per week.

Effective March 1, 2010 the premium costs for the plan will be 70% Employer paid and 30% employee paid for BCMSP, Extended Health, Dental and Life Insurance.

The Health and Welfare Plan includes:

#### BCMSP

Employees enrolled in BCMSP will indicate in writing whether they are eligible or not for premium assistance on a form provided by the Employer.

#### Life and AD&D

\$10,000 mandatory coverage; Optional additional coverage – units of \$10,000 to a maximum of \$200,000, 100% employee paid.

#### Drug Card

Effective date of ratification.

#### Dental Plan

Basic preventative coverage; no deductible, 100% coverage under the current fee guide; \$1,000 maximum per person per year.

#### Extended Health

Hospitalization and prescription drugs. \$25 single deductible/\$75 family deductible; 90% coverage; \$25,000 lifetime maximum.

#### Vision Care

Vision care benefit provides for \$250 reimbursement maximum per covered individual in any 24 calendar months including reasonable and customary cost of one routine eye exam.

Effective October 1, 2010 the premium costs for the plan will be 50% Employer paid and 50% employee paid for Vision Care.

Effective October 1, 2011 the premium costs for the plan will be 70% Employer paid and 30% employee paid for Vision Care.

**Sick Pay**

Ten (10) fully paid sick days per year; non-cumulative and not paid out. Reinstated on January 1 of each year. 100% paid by ARAMARK.