

# COMPREHENSIVE REPORT

*to the membership of the*

## **Hospital Employees' Union**

*on the tentative agreement  
reached between the*

## **Hospital Employees' Union**

– AND –

## **Compass - VIHA**

January 17, 2014





HOSPITAL EMPLOYEES' UNION

# BACKGROUND

## Ratification votes scheduled for a new tentative deal that includes accelerated vacation enhancements and new process to improve workplace relations

Comprehensive report for HEU members employed by Compass Group Canada (Health Services) Ltd. (COMPASS) for *Victoria General Hospital, Royal Jubilee Hospital, Cowichan District Hospital and Nanaimo Regional General Hospital.*

Following members' rejection of a tentative agreement last December, your bargaining committee reflected on the concerns raised by members and met early in the new year to discuss options for moving forward with renewed contract talks.

As part of that process, the committee revised key demands and reached agreement with the employer to extend HEU's strike mandate into mid-February.

The bargaining committee then went back to the table on January 15, 16, and 17 to focus on making improvements to a new contract, reaching a tentative deal on the final day.

Members will now have an opportunity to vote on a revised four-year contract with Compass Group Canada.

"This revised contract will provide members working for Compass on the Island with an opportunity to improve workplace relations, a higher quality of life for their families, and better care for our patients and residents," says HEU secretary business manager Bonnie Pearson. "Your bargaining committee is unanimously recommending members vote in favour of this agreement."

### Main points

- Four-year agreement (October 1, 2012 to September 30, 2016).
- Wage increases of \$1.00 per hour over the term of the agreement.
- Lump sum payment of approximately \$390 for full-time employees, prorated for part-time/casual employees.
- Vacation improvements effective December 1, 2014.
- Fifty per cent payout of unused sick leave hours from previous year to a maximum of three days.
- Process to explore enhancements to existing health and welfare benefits, through adoption of BC PharmaCare plan.
- HEU's Compass-VIHA bargaining committee unanimously recommends members vote in favour of the agreement.



**The revised tentative agreement includes:**

1. All previously agreed items remain agreed.
2. Previously negotiated vacation enhancements effective date moved forward seven (7) months, to December 1, 2014.
3. Fifty percent (50%) pay out of any unused sick leave from 2013, to a maximum pay out of three (3) days.

**What's inside?**

- **Pages 1 through 4:** Summary of major highlights.
- **Page 5 through 28:** Exact language changes to collective agreement including gains not summarized.
- **Appendix A** (page 29): Details on improvements to wages.

4. New "Respect in the Workplace" memorandum of agreement for Compass Crothall.

The parties have acknowledged there are difficulties in their ongoing relationship and have agreed to a process to work on establishing and maintaining a more positive relationship at the worksites.

Highlights of this process include:

- An experienced neutral mediator to work with the parties;
- A meeting with mediator within 30 days of ratification;
- A focus on housekeeping services at all VIHA worksites;
- Involvement by all levels of the union and employer, from front-line supervisors to senior management; and
- An ongoing follow-up process with the mediator to monitor progress and to resolve any issues arising.

5. The effective date for the introduction of the probationary rate of pay has been moved forward from July 1, 2014 to March 15, 2014.

The four-year agreement (2012-2016) – reached after nearly a year of negotiations – addresses members' key priorities including a raise that matches the one dollar per hour increase in wages that HEU members working for Aramark, Compass-PHSA, Marquise and Sodexo negotiated and ratified.

It also provides compensation increases and other important improvements in vacation, sick leave and workplace rights.

## **Term**

The proposed term of the agreement is four years from October 1, 2012 to September 30, 2016.

The bargaining committee decided that agreeing to a four-year term would provide some employment security and there is very little likelihood we would make additional gains with a two- or three-year deal, given the government's stated actions to provide no additional funding to health authorities.

## **Signing Bonus**

All members on payroll at date of ratification shall receive a lump sum payment equal to twenty cents an hour worked from Oct. 1, 2012 to Sept. 30, 2013, less statutory deductions.

This is approximately a lump sum payment of \$390 (less statutory deductions) for an employee who worked full time hours since Oct. 1, 2012, prorated for part-time and casual employees who worked less than full-time hours in the time period.

## **Wages**

Every employee will receive an across the board general wage increase of one dollar during the four-year term. The first wage increase will be 35 cents an hour on October 1, 2013, followed by an increase of 25 cents on October 1, 2014, another increase of 30 cents on October 1, 2015 and a further increase of 10 cents on April 1, 2016.

New employees shall be paid \$1.25 an hour less than the regular rate for the duration of the probation period effective March 15, 2014. Any employee, who is in their probation period as of the effective date, shall not be subject to a wage reduction.

## **Additional Benefit Improvements**

The bargaining committee secured a number of other benefit improvements in the tentative agreement and outlined in the attached document "Negotiated changes to the collective agreement between the Hospital Employees' Union and COMPASS-VIHA" starting on page 5.

Some of the improvements include:

Greater respect and dignity: New language covering respectful conduct and reducing workplace bullying is now part of the contract. (see page 6)

A new statutory holiday: The new statutory holiday proclaimed by the provincial government, Family Day, will increase the number of statutory holiday entitlements from nine to ten statutory holidays per year. (see page 14)

Improved vacation benefits: Vacation benefits will be improved effective December 1, 2014, with two additional days of time off starting in the fifth and ninth years. (see page 15)

Compensation for unused sick leave: Members will now be paid out each February for a portion of the remaining time from the year before, rather than losing the value of those unused sick days. Compensation will be based on 50 per cent of unused time, up to a maximum of three days. (see page 16)

Employer pays for proof of illness: The employer will reimburse members for any costs incurred, to a maximum \$15.00, if they require members prove sickness. (see page 17)

New shoe premium: Members required to purchase non-slip shoes for work will have a shoe premium of ten cents per shift worked, or approximately \$25 per year towards the purchase of non-slip shoes for full-time workers. (see page 21)

Seniority rights between Morrison and Crothall Divisions: New seniority rights were negotiated for employees for Compass VIHA collective agreements only. (see page 22)

More say in extended hour schedules: Any new extended hours schedules for employees currently under a non-extended hours schedule need agreement of the union. (see page 24)

Optional group RRSP: Effective July 1, 2014, eligible members can enroll in the Compass Group Canada Group RRSP. Contributions are from payroll deductions and members change their involvement in the plan on Jan. 1, each year. (see page 26)

Ongoing work to improve benefits: The employer has agreed to discuss ways to enhance health benefit coverage. Improvements would come from all savings identified from moving members to the BC PharmaCare prescription drug plan. (see page 27)

# Negotiated changes to the collective agreement between the Hospital Employees' Union and COMPASS-VIHA

- Items underlined are changes to the collective agreement.
- Struck-through items are deletions from the collective agreement.
- Italicized items are comments from the bargaining committee.

*January 17, 2014*

## **ARTICLE 1 – Purpose of Agreement**

### **1.04 Respectful Conduct in the Workplace**

The parties are committed to promoting a work environment in which all those who enter the workplace will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents and patients should expect to be treated in an environment where the risk of violence is minimized.

The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and managers regarding expectations and consequences of inappropriate behaviour, aggression and violence.

Individuals who work for the Employer are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.03 of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

### **1.05 Workplace Bullying**

Bullying for the purpose of this Article is any repeated or systemic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

#### **1.06 Inclusion**

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

#### **1.07 Support**

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

**1.08** Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's policies or Employer's right and ability to manage and or discipline its employees.

### **ARTICLE 7 – Grievance Procedure**

The Employer and the Union recognize that the goal of this grievance procedure is to attempt to resolve a grievance at the earliest possible opportunity with the least amount of time and resources.

#### **7.04 Step 3**

Failing settlement at Step 2, the Union committee shall, within fourteen (14) days of the employer's response in Step 2, meet with the applicable Manager/Director or designate to discuss the grievance.



At this step of the grievance procedure, each party shall exchange copies of all relevant documentation available to date. The findings or decisions of the Employer/Union shall be presented to the other party in writing within seven (7) days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under either Article 7.07 or ~~7.09-7.08~~ within ~~twenty one (21) days~~ twenty-eight (28) days of the receipt of the response at Step 3.

## **ARTICLE 11 – Seniority**

### **11.02 Qualifying Period**

If a regular 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 three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month 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 increment step 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 qualifying period in the new job must do so within the first two (2) months of the qualifying period and shall return to the employee's former job without loss of seniority or benefits at the end of the qualifying period on the same basis as outlined in paragraph (2) of this Section. Such an employee may return to their former job sooner under the terms of this section with the agreement of the Employer.

### **11.06 Seniority Lists and Seniority Dates**

(b) The seniority list shall include the employee's name, status, and hours of accumulated seniority. Seniority shall be defined as total accumulated hours, excluding overtime, but including:

- (i) All regular-full-time or regular part-time – all scheduled regular paid hours (whether worked or on paid absences) plus the first 20 days of any unpaid absence to maximum of 1 FTE.

(ii) Casuals – all hours worked to a maximum of 1 FTE.

(c) Seniority shall be calculated from the date the employee was hired.

(d) Upon request, the employer agrees to make available to the Union in February, May, August and November an updated copy of the seniority lists, which will include the date of hire and seniority hours of any employees covered by this agreement. The date of hire and seniority hours shall be subject to correction for error on proper representation by the Union within ~~two (2) weeks~~ thirty (30) days of the posting of the lists.

## **ARTICLE 12 - Job Postings and Applications**

### **12.01 Job Postings and Applications**

(a) The employer agrees that all bargaining unit positions shall be posted at the work site for a period of ten (10) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary Business Manager or Union designate.

(c) The employer shall also consider applications from those employees with the required seniority, qualifications, experience and ability who are absent from their normal places of employment because of sick leave, annual vacation, union leave, compassionate leave or other leave and who have filled out an application form stating they would be interested in applying for should a vacancy or new job occur during their absence.

#### d) Moving from One Division to the Other Division

(i) The Employer shall consider applicants on regular status job postings from the other division (from the posted vacancy) before the hiring of external applicants.

(ii) The applicants must have the required qualifications and meet the requirements of the classification. Applicants from the other division shall not be considered where there is a qualified regular employee from the division in which the vacancy arose as an applicant.

(iii) Casual employees who apply from the division where the vacancy arose shall be considered along with applicants from the other division under Article 11.01 – Promotion, Transfer, Demotion.

(iv) If an employee is the successful applicant in the other division, the employee shall be credited with service entitlements and seniority, as if no change had occurred.

(v) The employee shall not serve a new probation period (as per Article 10).

(vi) The rights under Article 11.02 – Qualifying Period, shall not be available to either the Employer or employee where an employee is successful in transferring from one division to the other. If either the Employer or employee finds the new circumstances unsatisfactory, the Parties shall meet to discuss possible resolutions to the issues raised.

## **12.02 Float Positions**

~~(a) A six (6) month trial of a new “floater” classification shall be implemented within ninety (90) days of ratification of this collective agreement. The employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 12.01.~~

(b) The rate of pay shall be according to the job classification the Float position is covering.

(c) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs and locations and may be pre-scheduled to fill vacancies as they occur.

(d) It is understood that start and stop times may vary, so therefore this position will be exempt from ~~Article 17.01~~ 18.01 (a) – Scheduling Provisions.

~~(e) At the conclusion of the trial, the Company and the Union shall conduct a joint evaluation of the Float positions and enter into good faith negotiations on its sole discretion, post Floater the posting of such positions according to the posting provisions of Article 12.~~

## **ARTICLE 16 – Reduction in Workforce**

### **16.02 ~~Layoff~~/Reduction in Hours – Two Weeks or Less**

In the event of a ~~layoff~~/reduction of hours of less than two (2) weeks, a regular employee may choose one of the following options:

- (i) Accept the ~~layoff~~ or reduction in hours.
- (ii) Accept the ~~layoff~~ or reduction in hours and be assigned available casual hours.....
- (iii) Elect unpaid leave or take vacation entitlement earned

### **16.03 Layoff/Reduction in Hours – Greater Than Two Weeks**

The employee may elect one of the following options:

(iv) Accept the reduction (not increase) in hours

### **16.06 Additional Posting Options**

(ii) A laid off employee who has exercised his/her rights pursuant to Article 16.06 shall be considered for all jobs posted within his/her division and may apply on job postings pursuant to Article Art. 12.01 d).

### **16.07 Bumping**

(i) In a layoff, as per Article 16.03, the Employer shall supply to an employee and the Union designate a list of employees in the division of the laid off employee that may be bumped by the employee. The list of employees will include their seniority hours, classification, work area, work area location, hours of work and schedules, including days off. An employee must exercise their bump option within ~~five (5)~~ three (3) days of receiving the list.

### **16.08 Group Layoff – Expedited Bumping Process**

Prior to any group layoff notices being issued to employees, the Employer shall notify the Union and the Employer shall make every effort to ensure all existing permanent vacancies are posted and awarded pursuant to Article 12.

The Parties shall agree to a date or dates, (depending on the size of the group receiving lay-off notice), to have employees, in order of seniority, select an option as per Article 16.03, including selecting a bump choice if that is the option chosen.

The Parties shall make every effort to ensure affected employees are aware of and understand the process, their rights and responsibilities. The Parties shall work cooperatively to ensure the expedited process runs smoothly.

The Parties agree to use the following expedited bumping process when fifteen (15) or more employees are directly affected by a lay-off or when the parties agree.

1. Regular employees in positions which may be affected shall receive lay/off/displacement notice.

2. The Employer shall supply a list of regular employees in descending order of seniority, listing all positions in the bargaining unit that may be bumped and shall include the following information:

- (a) Employee's name
- (b) Employee's seniority
- (c) Employee's classification
- (d) Work area
- (e) Work area location
- (f) Hours of work
- (g) Work schedule, including days off

3. The Parties shall make every effort to schedule employees in order of seniority, with ten (10) minutes between each employee, to be at one of the Employer work sites to make their bump selection.

- (i) Where an employee is unable to attend at the work area, it shall be arranged with that employee to be available by phone within a set time period.
- (ii) The Employer and Union shall arrange to have representatives at each affected work area with the master employee list as noted in section 2 above. One of these work areas shall be the central committee, in charge of coordinating the overall process.
- (iii) After each employee selection is made, all work site representatives shall be made aware of the option selected and immediately update their master list.

4. After point 3 above is concluded, the master list shall be updated based on those selections. The Parties shall then identify the employees affected by the first round of bump choices.

5. The Employer shall then issue lay-off notices to each employee, (whom have not already received such in point 1 above), whose position was bumped during the "first round".

6. The Parties shall take the time necessary to ensure all newly affected employees are aware of and understand the process, their rights and responsibilities. Then the Parties shall repeat the process found in sections 1 through 3 above, for this "second round" of laid off employees.

7. The above process shall be repeated for "round 3" and any subsequent "rounds" necessary to complete the process.

8. The process shall be completed and the Employer shall post and award all existing permanent vacancies as per Article 12 before any employees transfer to their new position (bump choice).

## **ARTICLE 17 – Training and Orientation**

### **17.06 Orientation**

(a) The Employer shall solicit volunteers to orient new employees. Orientation involves familiarization to routines, job shadowing, learning workplace procedures, etc.

(b) The Employer shall maintain a list of volunteers to provide orientation for new employees. When assigning for this purpose, the Employer shall first assign employees from this list.

(c) Impacts to workload shall be considered when making these assignments.

### **19.01 Continuous Operation**

The work week shall provide for continuous operation ~~Sunday~~ Saturday through ~~Saturday~~ Friday.

### **19.03 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 a full shift shall receive one (1) rest period.

Where there is mutual agreement between the Union designate and the employer designate, rest periods may be combined to meet employee and operational requirements.

Except in the case of an emergency, employees shall not be required to work, be available for work, or discuss work matters with their supervisor or lead hand while on a meal or rest period. When an employee is required to abbreviate a break or meal period, time lost shall be rescheduled. No employee shall work through their rest period or lunch period without first obtaining permission from their immediate supervisor/manager.

**19.05 Meal Allowance**

Subject to availability and applicability, employees are allowed an amount of food and drink for personal consumption during their shift, to be paid by the employee through an automatic payroll deduction in the amount of ~~\$1.75~~. \$2.00. A list of excluded food and drink items will be posted on the bulletin board. Employees who do not wish to avail themselves of such food and drink shall notify the manager in writing. There is no obligation to consume such subsidized food and drink, and no payroll deduction shall be made in such circumstances.

**ARTICLE 21 – Call Back to Work**

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

These employees shall receive a transportation allowance of ~~thirty one forty cents (\$0.31)~~ \$0.40 per kilometer from the employee’s home to the work site and return, plus parking costs, if any. Alternatively, the employer may arrange for transportation for the employee, at the employer’s cost.

**ARTICLE 24 – Transportation Allowance**

**24.01** An Employee who uses his or her own vehicle to conduct business at the request of the employer shall receive an allowance of ~~\$0.31/km~~ forty cents (\$0.40) per kilometer. Minimum allowance shall be \$10.00

**ARTICLE 25 – Statutory Holidays**

**25.01 Statutory Holidays**

(a) Employees will be entitled to ~~nine (9)~~ ten (10) statutory holidays and such other holidays as may be in the future proclaimed by either the provincial or federal governments:

New Years Day	Canada Day	Christmas Day
Thanksgiving Day	Labour Day	<u>Family Day</u>
Remembrance Day	Good Friday	
Victoria Day	BC Day	

## ARTICLE 26 – Vacations

### 26.01

The vacation earning/accrual year shall be the employee's start date, to one year after start date (and then same dates each subsequent year), and the vacation year shall be September 1<sup>st</sup> to August 31<sup>st</sup> each year.

Employees with less than one (1) year of service shall be entitled to four percent (4%) vacation pay if they leave the service of the Employer prior to their first anniversary.

Employees with one or more years of service shall be entitled to annual vacations with pay on the following basis:

- 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 (earning/accrual) year.
- b) Twelve (12) working days per year commencing in the fifth (5th) year of employment, paid at four point eight percent (4.8%) of gross earnings in the previous (earning/accrual) year (effective December 1, 2014).
- c) Fifteen (15) working days per year commencing in the sixth (6th) year of employment, paid at six percent (6%) of gross earnings in the previous (earning/accrual) year.
- d) Seventeen (17) working days per year commencing in the ninth (9th) year of employment, paid at six point eight percent (6.8%) of gross earnings in the previous (earning/accrual) year (effective December 1, 2014).
- e) Twenty (20) working days per year commencing in the eleventh (11th) year of employment, paid at eight percent (8%) of gross earnings in the previous (earning/accrual) year.
- f) Twenty-five (25) working days per year commencing in the sixteenth (16th) year of employment, paid at ten percent (10%) of gross earnings in the previous (earning/accrual) year.

### 26.02 Vacation Period

All regular employees shall be required to submit their annual vacation request on an approved form in writing by January 31 each year. The employer will respond in writing by February 15 and will post the approved vacation on the bulletin board.



Any vacation requests submitted after January 31 will be dealt in the order they are received; the employer will respond in writing within fourteen (14) days and revised schedules will be posted as necessary.

#### **ARTICLE 27 – ~~Compassionate~~ Bereavement Leave**

**27.01** ~~Compassionate~~ 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~~ bereavement leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacation. When ~~compassionate~~ bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored. An additional two (2) consecutive days without pay shall be granted to employees who are required to travel 300 kilometers or more (one way) in order to attend the funeral.

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

**27.02** Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

**27.03** At the request of an employee and subject to the employer's operational needs, the employer may provide an unpaid ~~compassionate~~ bereavement leave where the grounds for same are bona fide and verifiable.

#### **ARTICLE 28 – Sick Leave, W.C.B., Return to Work**

**28.01** A regular employee shall be entitled to eight (8) days' sick leave per year as outlined in the Benefits Appendices B and C. Where an employee becomes eligible for sick leave benefits after September 1<sup>st</sup> in the year, the employee shall only be entitled to five (5) days (40 hours) sick leave for that year. The year shall be from January 15 to January 14 inclusive. ~~Effective January 15, 2007 a regular employee shall be entitled to six (6) days per year as outlined in the Benefits Appendices B and C. The year shall be from Jan. 15 and Jan. 14 inclusive.~~ Sick leave is not cumulative, i.e. unused sick leave days are not to be carried over to the following year. Fifty percent (50%) of unused sick leave (from the previous year), to a maximum of 3 days, shall be paid out to employees

during the month of February. (Consequential changes to be made to Benefits Appendices B and C)

~~Sick leave will increase from six (6) to seven (7) days on January 15, 2010 and from seven (7) to eight (8) days on January 15, 2011.~~

**28.02** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The employer will reimburse employees for any costs incurred, to a maximum of fifteen dollars (\$15.00) if required by the employer to prove sickness.

### **28.07 Workers Compensation Benefits**

(a) 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, benefits provided for in Articles 34 and 35 will continue to apply as if the employee is at work. ~~to employees who are entitled to receive WCB wage loss benefits.~~

(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 31 except that seniority shall continue to accrue based on regular hours and benefits will be maintained as provided for in Articles 34 and 35.

### **28.11 Workload**

Where the absence of one or more employees ~~may~~ would create a significant increase in workload for other employees, the employer will ~~attempt to~~ resolve the matter by:

1. Implementing a duty priority list;
2. Re-assigning work; and/or
3. Utilizing casual employees in accordance with the collective agreement.

## **ARTICLE 31 – Unpaid Leave**

### **31.04 Unpaid Leave – Union Business**

(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 (c) above. The employer agrees to respond to the leave request within seven (7) days and that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 32 – Maternity, Parental and Adoption Leave ~~Leave and/or Parental Leave~~**

### **32.02 Parental Leave**

Upon written request an employee shall be entitled to parental leave of up to ~~twelve (12)~~ thirty-seven (37) consecutive weeks without pay (or ~~thirty-seven (37)~~ thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 32.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section ~~12(7)~~ 51(2) of the *Employment Standards Act*.

Upon written request an employee shall be entitled to adoption leave of up to thirty-seven (37) consecutive weeks without pay.

Where both parents are employees of the employer, the employees shall determine the apportionment of the total parental or adoption leave between them. (~~or thirty-seven (37) consecutive weeks in the case of the birth mother who takes maternity leave under Article 32.01.~~) In such case, the employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

In the case of the mother, immediately following the conclusion of leave taken pursuant to Article 32.01 or following the adoption;

In the case of the other parent, following the adoption or the birth of the child and concluding 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.

**32.03** Seniority and continuous service will continue to accumulate during the full period of maternity, ~~and~~ parental and adoption leaves. The employer shall maintain the employee's benefit coverage during maternity, ~~and~~ parental and adoption leave. ~~provided the employee maintains his/her share of the cost of the plan.~~

**32.04** Upon returning to work from maternity, parental or adoption leave and/or ~~parental leave~~ under this Article, the employee shall continue in his/her former position, without loss of perquisites. If the position no longer exists, the employee will exercise bumping rights as per Article 16.07.

### **ARTICLE 33 – Family Responsibility Leave**

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

Any leave taken under this article will not be counted towards accumulation of 20 unpaid leave days in Article 31.03 – Unpaid Leave Affecting Seniority and Benefits.

### **ARTICLE 34 – Benefit Plan**

#### **34.02 Changes in Plan Subject to Negotiation**

The Health and Welfare Benefit entitlements and cost sharing as set out in this Agreement shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of both parties.

~~The benefit package contained herein shall be maintained for the term of the collective agreement.~~

#### **34.03 Health and Welfare Benefits Plan Information and Administration**

(a) The Employer shall provide copies of the benefit booklet and administrative procedures related to the health and welfare plans to the Union upon request.

(b) The Employer shall provide all benefit enrollment forms to each eligible employee, and a copy of the benefit booklet shall be provided to all shop stewards and a copy shall be made accessible to employees at each ~~worksite~~ work area.

### **ARTICLE 36 – Work Clothing and Employer Property**

#### **36.01 Uniforms**

a) The employer shall supply an appropriate number of uniforms including shirts, pants and hair covering and aprons if required. The employer shall replace uniforms as required due to wear and tear. Appropriate change rooms will be supplied when employees are required to change clothing at work. Where change rooms are not available the employer shall discuss the matter with the client.

## **ARTICLE 40 – Occupational Health and Safety**

### **40.01 Occupational Health and Safety Committee**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

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

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

**40.02** 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.

**40.03** Employees who are members of the Joint 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 Joint Committee pursuant to the WCB Industrial Health and Safety regulations.

**40.04** Employees on Joint Committees shall be reimbursed for all necessary and reasonable expenses incurred by them to attend meetings of the Joint Committees.

### **40.05 Training and Orientation**

The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of material and products. Where appropriate, this training shall include infection prevention and control. The Employer will also make readily available information, manuals and procedures for these purposes.

#### **40.06 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the employer regarding such procedures.

#### **40.07 Reporting Unsafe Conditions and Refusal of Unsafe Work**

The BC occupational Health and Safety (OH&S) Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

The OH&S Regulation also requires that a person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

A worker who refuses to carry out a work process or operate a tool, appliance or equipment must immediately report the circumstances of the unsafe condition to his or her supervisor or employer. Where a worker does so in compliance with the OH&S Regulation, they shall not be subject to disciplinary action.

(The procedure referenced above can be found in Sections 3.12 and 3.13 of the Occupational Health and Safety Regulations, *Workers Compensation Act*).

#### **ARTICLE 44 – Effective and Terminating Dates**

The Agreement shall be effective from October 1, ~~2008~~ 2012 and shall remain in force and be binding upon the parties until Sept. 30, 2012 ~~2012~~ 2016 and from year to year thereafter, unless terminated by either party on written notice within four (4) months immediately preceding the expiry of this Agreement.

#### **ARTICLE 45 – Wage Schedules, Shift Premiums and Retroactive Pay**

##### **45.05 Non-Slip Shoe Premium**

Employees required to purchase non-slip shoes for work shall be entitled to a Shoe Premium of ten cents (\$0.10) per shift worked.

## **ADDENDUM – Casual Addendum**

1. a) Casual/relief employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification and work area within one division in respect of which such employee meets the requirements of the classification.

b) Casual/relief employees who have put in writing their interest to register on a classification registry within the other division shall be given the opportunity where:

- i) they have the required qualifications and meet the requirements of the classification; and
- ii) the Employer needs more casual/relief employees in that division's classification registry(s).

c) A casual employee shall not be registered in more than one division at one time. Seniority and service entitlements are not affected and follow the employee to the other division.

d) A casual employee who transfers to the other division's classification registry shall not have the right to make another request under this section for a six (6) month period from the date of transfer.

2. Casual/relief employees shall accumulate seniority on the basis of the number of hours worked. The casual/relief employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.

3. The manner in which casual/relief employees shall be called to work shall be as follows:

a) The Employer shall maintain both:

i) Two (2) master casual/relief seniority lists which include all casual/relief employees employed registered by the employer in each of Crothall and Morrison listed in descending order of their seniority, and (change is to current language in Marquise and Compass)

ii) A work area classification registry seniority list for each job classification in which casual relief employees may be used. Each work area classification registry shall list those casual/relief employees who have been qualified to work in that job classification and are registered in that work area in descending order of hours worked.

b) The Employer shall call those casual/relief employees who are registered in the work area classification registry applicable to the work required to be performed. Each casual/relief employee must provide the Employer with one or two telephone numbers where the employee can be reached.

The Employer shall commence the call-in process by calling the most senior employee in the applicable classification registry at the one or two telephone numbers provided by the casual/relief employee. In the event that voicemail, a pager or an answering machine is reached, the Employer shall leave a message including the date and time of the call.

If the employee does not respond to the Employer within three (3) minutes of the call being made, the Employer shall call the next most senior employee in the classification registry.

#### **LETTER OF UNDERSTANDING - Statutory Holidays**

##### Re: Statutory Holidays

At Cowichan District Hospital employees who are required to work on a statutory holiday do not get statutory holiday pay owing in addition to the required time and one-half (1.5x) pursuant to Article 25.03. Instead, they get the statutory holiday as a day off with pay calculated pursuant to Article 25.01 (b).

The Parties agree that this practice will continue at those sites where it currently exists.



## **LETTER OF UNDERSTANDING - Propass**

Re: Propass

Employees who are enrolled in the “Propass” program shall continue to enjoy this benefit and continue to pay the applicable premium.

The Employer also agrees, where employees are not enrolled, to discuss the option of BC Transit “Pro Pass” or similar program with the site-specific Labour/Management Committee as per Article 6.01.

## **LETTER OF UNDERSTANDING - Meal Allowance**

*Renew existing letter of understanding.*

## **LETTER OF UNDERSTANDING - Extended Hours Schedules**

Re: Extended Hours Schedules

The Employer may continue its current extended hours schedules (as of May 1, 2013) and shall maintain the current practices related to such schedules regarding meal breaks, pay and rest breaks. Changes to current practices shall be discussed with the Union. Where the Employer wishes to implement a new extended hours schedule, which applies to employees who currently work under a non-extended hours schedule, it may only do so with the agreement of the Union. Such agreement shall not be unreasonably withheld.

Extended hours schedules shall be subject to the following:

1. Extended Hours Schedules
  - a) An extended hours schedule is a schedule that requires an employee to work in excess of the regular hours of work as outlined in Article 19.01 (Hours of Work) that average the regular hours of work over an agreed upon averaging period. In no case shall extended workdays be greater than 12 hours in length or average more than 40 hours per week.
  - b) All employees required to work an extended hours schedule shall be paid the applicable wage rate(s) at straight time for all work on an extended hours schedule.

2. Conversation of Hours

For the purposes of extended hours schedules, days shall be converted to working hours where applicable. In the case of a schedule averaging 40 hours per week, one (1) day equals eight (8) hours paid. For example eight (8) days sick leave equals eight (8) hours times eight (8) days = sixty-four hours' (64) sick leave.

This conversation will be used for the purposes of determining the following:

<u>Article 25</u>	<u>-</u>	<u>Statutory Holidays</u>
<u>Article 26</u>	<u>-</u>	<u>Vacation</u>
<u>Article 27</u>	<u>-</u>	<u>Compassionate Leave</u>
<u>Article 28</u>	<u>-</u>	<u>Sick Leave</u>
<u>Article 31</u>	<u>-</u>	<u>Unpaid Leave</u>

3. Shift Premium Entitlement

Notwithstanding the provisions of Article 45.02 – Shift Premiums, employees working an extended hours shift shall be entitled to the applicable shift premium for hours worked between 4:00 p.m. and 8:00 a.m.

4. Consultation on Extended Hours Schedule

Either Party to the agreement may bring concerns regarding extended hours schedules to the attention of the Union/Management Committee.

**LETTER OF UNDERSTANDING - Job Share**

Re: Job Share

Upon request of either Party, the Director of Labour Relations (or designate) shall meet with the Union during the term of the Collective Agreement to review the subject of job sharing.

Where the Parties agree on a job share arrangement, it shall include a specific written agreement between the Union and the Employer before the arrangement can be implemented.

## **LETTER OF UNDERSTANDING - Time Clocks**

Re: Time Clocks

The Parties discussed concerns regarding time clocks during the course of collective bargaining.

As a result of this discussion, the Employer will endeavor to provide clarity and consistency to its policies and practices regarding time clocks.

If required, issues regarding time clocks shall be referred to the Union/Management Committee for discussion and/or resolution.

## **LETTER OF UNDERSTANDING - Group RRSP (Effective July 1, 2014)**

1. All employees who are enrolled in the benefits plan under Article 34 shall have the option of enrolling in the Employer's existing Compass Group Canada Group RRSP Plan. There shall be no Employer contributions to the plan and participation shall be bound by the terms and administrative rules of the plan.
2. Employee contributions shall be through payroll deduction.
3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.

## **MEMORANDUM OF AGREEMENT - Health Care Plans**

Within 30 days of ratification the parties agree to meet to discuss the implementation of the BC PharmaCare formulary for all benefits eligible employees effective March 1, 2014.

Prior to the meeting Compass/Marquise will provide claims information related to the top 100 prescription drugs by usage, and organized by drug identification number (DIN). The employer will also provide the number of employees enrolled in the benefit plan by single, family, couple enrollment.

Compass/Marquise will provide to the Union all actuarial and benefit experience for each benefit in the health care plan with the current benefit or premium costs.

The parties agree that all savings identified by moving employees to the BC PharmaCare prescription drug formulary (including special authority) and dispensing fee deductible, will be utilized to improve the current benefit coverages for employees.

The Parties shall form a committee to negotiate any enhancements to the benefit coverages from identified savings.

Arbitrator Vince Ready shall retain jurisdiction to mediate/arbitrate any issues regarding savings and/or enhancements where agreement cannot be reached between the Parties.

## **MEMORANDUM OF AGREEMENT – Respect in the Workplace (New)**

**RE: Crothall – Housekeeping Services – All locations Vancouver Island**

Respect in the Workplace

The parties acknowledge they are experiencing major difficulties in their ongoing relationship. The Parties acknowledge they are interested in establishing and maintaining a more productive and positive relationship for the mutual benefits of employee's, the employer and service to the client. Therefore the parties agree to jointly request the BC Labour Relations Board or a mutually agreed mediator with experience in mediation and conflict resolution to work with the parties on a Relationship Enhancement Program.

The design of the program will be specifically tailored to the needs of the parties at each location based on the issues and concerns associated with the parties' current relationship and on establishing mutually agreeable and achievable steps for improvement. The design will also include ongoing follow-up meetings with the mediator and both parties participating, to monitor progress and to assist in resolving any implementation issues at each location.

Shop stewards, Union staff representatives, senior union staff, supervisors, management, senior management and labour relations staff will participate in the Relationship Enhancement Program.

The parties will share the cost of meeting space and mediator expenses. Employee's shall receive their basic rate of pay for time spent in attendance at any meetings related to the foregoing.

The parties agree to seek the first meeting with the mediator within 30 days of the date of ratification of the agreement.

**APPENDIX A**  
**Wage Rates for Compass Group Canada Employees**  
**VIHA**

<b>Classification</b>	<b>October 1, 2013 \$0.35/Hour</b>	<b>October 1, 2014 \$0.25/Hour</b>	<b>October 1, 2015 \$0.30/Hour</b>	<b>April 1, 2016 \$0.10/Hour</b>
Laundry/Housekeeping Aide *	15.10	15.35	15.65	15.75
Laundry/Housekeeping Lead Hand	16.30	16.55	16.85	16.95
Food General Help* (Patient/Retail)	15.10	15.35	15.65	15.75
Food Lead Hand (Patient/Retail)	16.30	16.55	16.85	16.95
Cook 1 (Patient)	19.97	20.22	20.52	20.62
Cook 2 (Retail)	18.16	18.41	18.71	18.81
Hospitality Associate	15.70	15.95	16.25	16.35

\* Hours worked as a Lead Hand will be paid at the Lead Hand wage.