



Comprehensive Report

**to the members of the
Hospital Employees' Union**

**on Vince Ready's Recommendations
to resolve a collective bargaining dispute
between**

THE HOSPITAL EMPLOYEES' UNION

-AND-

SODEXHO MS CANADA LTD.

November 2005



Backgroundunder

Sodexo workers' wages rise by as much as 29 per cent under mediator Vince Ready's recommendations

Sodexo workers would see wages rise by as much as 29 per cent if the recommendations issued by mediator Vince Ready on November 22 are ratified by union members, and by Sodexo.

That brings Sodexo wages to Aramark rates by October, 2007.

If ratified, Ready's recommendations – which include items previously agreed to in bargaining between HEU and Sodexo – would form a first collective agreement between the parties with an expiry date of September 30, 2008.

What you need to know

- HEU and your bargaining committees are asking you to vote yes to the recommendations made by mediator Vince Ready
- If both HEU members and Sodexo ratify Ready's report, it will form the basis of a first collective agreement.
- If either the union or Sodexo rejects the report, the Labour Relations Board – not HEU – will determine what happens next. Those possibilities include a return to a strike or lockout situation, further mediation, or binding arbitration.
- Hourly wages for most workers rise to \$13.05 by October, 2007
- Retroactive wage adjustments will result in payments to full-time workers of between \$380 and \$650 a year. Part-time and casuals also eligible for payments based on hours worked
- Workers at Rosewood, Foyer Maillard, Central Care, Mission, MSA and Eagle Ridge employed in 2004 and still working for Sodexo upon ratification will receive additional lump sum payments of \$500 (FT) and \$300 (PT)
- 6 sick days a year which can be taken at any time
- Workers' share of benefit premium costs will increase in 2007 and 2008 to match Aramark contract
- More casuals can access benefits
- Improved uniform allowances for all workers, new shift premiums
- Grievance procedure, harassment protection and better access to training and postings

Ready's report also includes retroactive wage increases resulting in lump sum payments for most union members, sick leave improvements and other important benefits and union rights.

HEU's Sodexho members will have an opportunity to vote on Ready's recommendations at membership meetings to be held between November 29 and December 10.

HEU and your bargaining committees are asking you to vote yes to Ready's recommendations.

"This is not a perfect contract – it's a compromise," says HEU secretary-business manager Judy Darcy.

"But it does achieve our main goals of improving wages and sick benefits as well as establishing basic union rights and protections for members in the workplace.

"There is no question that the seven-week strike by our members at Sodexho forced the company to shift their position significantly. We now have wages that will match those negotiated with ARAMARK by 2007."

Darcy says that first collective agreements are the most difficult to negotiate.

"Our Sodexho members have traveled down a very long road to get to this point," says Darcy.

"They've been intimidated by their employer and others after they voted to join HEU. And they've stood up for their right to a fair contract by taking strike action under extremely restrictive essential services orders.

"I think every Sodexho member should be very proud of what we've been able to achieve in very difficult circumstances.

"And if Mr. Ready's report meets with Sodexho members' approval, I'm looking forward to building a strong union presence in the workplace so that we can protect workers' rights and prepare a solid foundation for our next round of bargaining in 2008."

The terms of the agreement are attached to this document in two parts.

Part I contains Vince Ready's recommendations. In his report, Ready provides some background to the collective bargaining dispute between HEU and Sodexho and provides his recommendations on unresolved issues.

Part II contains collective agreement language that has already been agreed to by your bargaining committees and Sodexho.

If members vote yes to this agreement, these documents will be merged together to form the collective agreement between HEU and Sodexho. All members will receive a copy of that agreement.

Please review Part I and Part II carefully. You will have an opportunity to ask any questions about this report before you vote.

What follows is a summary of the most important gains negotiated in this first collective agreement.

Wages

One of the key priorities set by HEU Sodexho members at their January, 2005 bargaining conference was to achieve a fair wage increase.

In recent meetings with Vince Ready, your bargaining committees said it was critical to achieve the Aramark rates of pay as quickly as possible.

Ready's report includes Aramark pay rates, though they are reached more slowly than the bargaining committees had proposed.

New hourly wage rates

	Lead Hand	Cook II	Cook I	Dietary Aides/ Housekeeping
Current	11.48	12.71	15.02	10.15
May 1/05	11.94	13.17	15.48	10.61
Oct. 1/05	12.20	13.56	15.87	11.00
Oct. 1/06	13.25	14.86	16.92	12.05
Oct. 1/07	14.25	16.11	17.92	13.05
Increase \$	\$2.77	\$3.40	\$2.90	\$2.90
Increase %	24%	27%	19%	29%

By October 1, 2007, Sodexho workers will have wages that are equal to Aramark workers in the Vancouver Coastal Health Authority.

As a result of the retroactive pay increases set out in the table above, full-time employees may be eligible for lump sum payments of between \$380 and \$650. Part-time and casual employees will also be eligible for lump sum payments based on hours worked.

In addition to these payments, workers at Rosewood, Foyer Maillard, Central Care, Mission, MSA and Eagle Ridge who worked in 2004 and are still employed by Sodexho on the date of ratification will receive payments of \$500 (full-time) or \$300 (part-time/casual). These payments are to compensate for periods worked in excess of a year without a pay increase.

Sodexho had proposed a lower wage rate for long-term care and retail food workers, but Ready rejected that proposal.

Probationary rates (\$1.25 less than the regular hourly rate) will apply only to employees hired after ratification.

Other significant monetary increases include:

- night-shift premium worth 70 cents an hour (effective October 1, 2006)
- uniform allowance for all workers at 65 cents a shift (effective upon ratification)
- Translink discounts (\$9 savings a month for one zone; \$13 savings for two zones; \$18 savings for three zones) available to all regular employees upon completion of probationary period (effective October 1, 2006).

Sick leave

Improvements to sick leave were a key issue from your bargaining conference in January, 2005.

Ready recommends two modest but important improvements to sick leave.

- An increase from four to six days a year
- Sick days can now be accessed at anytime during the year, beginning September 1, 2005 to August 31, 2006

The bargaining committee also improved sick leave so that it can now be used for medical and dental appointments that can't be scheduled outside working hours.

The union also bargained better seniority protection for injured workers. Regular workers injured on the job and who have qualified for Workers' Compensation benefits will now continue to accrue seniority based on their regular hours.

Health and welfare benefits

During mediation sessions held November 13 and 14, Sodexho argued for 50/50 cost-sharing of benefits premiums to begin immediately. HEU's bargaining committees vigorously opposed any change to the cost-sharing of benefits premiums.

In his report, Ready decided that at the expiry of the Sodexho and ARAMARK agreements on September 30, 2008, wages **and** benefits would be the same in the two agreements.

Effective May 1, 2007, workers will now pay 30 per cent of their Medical Services Plan premium. For a family MSP premium this represents an increased cost of \$15 per pay period. This amount would be less if the family qualifies for premium assistance.

There is no change to the current 30 per cent workers pay for extended health benefits, life insurance or accidental death and dismemberment until May 1, 2008.

On May 1, 2008, workers will pay 50 per cent of all benefits premiums including MSP. The table below provides some examples of how these changes might affect you.

**Examples of impact of increased cost-sharing of premiums
Ready recommendations
(per 2-week pay period)**

FAMILY OF FOUR	Current (0% MSP and 30% Extended Health)	May 1, 2007 (30% MSP/30% Extended Health)	May 1, 2008 (50% MSP/50% Extended Health)
MSP*	\$0	\$15	\$25
Extended Health	\$20	\$20	\$34

SINGLE	Current (0% MSP and 30% Extended Health)	May 1, 2007 (30% MSP/30% Extended Health)	May 1, 2008 (50% MSP/50% Extended Health)
MSP*	\$0	\$8	\$13
Extended Health	\$9	\$9	\$16

*MSP premiums will be less if family or individuals qualify for premium assistance.

Other contract improvements

In addition to wage increases, the tentative contract improves other benefits for HEU members working for Sodexo.

- Meal breaks will be paid if on-call
- Over-time rates will be paid to full-time employees for all hours worked on a scheduled day off
- Employees who work on a statutory holiday and qualify for statutory holiday pay, have the option of taking a paid day off or taking the extra day's pay
- Employees who are members of non-Christian religions can take up to two unpaid days off a year to observe spiritual or holy days
- Employees are entitled to three days paid bereavement leave if there is a death in the immediate family
- No loss of pay if a regular employee is selected for jury duty
- Casual employees who work 20 hours or more per week for more than three months now qualify for the health and welfare plan for as long as they continue to work 20 hours or more per week.

Grievance procedures

HEU provides comprehensive training for shop stewards so that they can provide good representation to members at the workplace.

Union leave provisions negotiated by your bargaining committee ensure that members will not lose pay or seniority when they receive shop steward training or when they represent you as a shop steward.

If you believe that your rights under the collective agreement have been violated, the grievance procedure is there to help you resolve your issue.

The grievance procedure negotiated by the bargaining committee is comparable to the grievance procedure negotiated for 40,000 other HEU members who work in hospitals and long-term care facilities.

Under this procedure, the union and the employer try to resolve the grievance in a series of steps that are time limited. If the grievance is not resolved to the satisfaction of the union or the employer it can be referred to arbitration. That means that an outside party will hear the arguments of both sides and make a decision.

The tentative agreement recognizes the role of shop stewards at all steps of the grievance procedure.

Harassment Protection

The tentative agreement also includes protection for members against harassment, including sexual harassment.

A worker can file a complaint with the Sodexo district manager or directly through the union using the grievance procedure.

The worker filing the complaint will be represented by a shop steward. If the alleged harasser is also a member of HEU, he or she can also receive union representation.

Union/management committee and other union rights

The tentative agreement provides for union/management committees to address problems, clear up misunderstandings and deal with other issues including workload. Workload was a key issue identified by members at the Sodexo bargaining conference.

There will be a regional committee for Vancouver Coastal Health and Providence Health Care certification. Other certifications will have their own local union/management committees which will include one or more sites, depending on the size of the certification.

Each committee will have HEU Sodexo members and a union servicing representative. There will also be representatives from Sodexo.

The employer will pay HEU members' wages for time spent at these committee meetings.

The tentative agreement includes several other provisions that help protect members' rights, including:

- a union representative's right to meet with new employees without loss of pay to inform them of their rights
- the right of shop stewards to conduct union business without loss of pay
- the right to wear union pins or shop steward badges at work.

Health and Safety

Health care workers are injured on the job more than workers in any other sector in BC. And HEU members working for Sodexo have raised many concerns about workload and other factors that have led to injuries of workers.

The tentative agreement establishes a joint union/management Occupational Health and Safety Committee. This committee monitors health and safety issues in order to help reduce injury rates.

HEU members who serve on this committee won't lose pay – or will get paid if they're on a day off – to conduct inspections and accident investigations.

HEU has decades of experience dealing with OH&S issues in health care workplaces. HEU Sodexo members who play a role on the OH&S committee will get education and support from union health and safety experts.

More training opportunities

The union was successful in expanding training options for members at the bargaining table.

Specifically, workers can now request in writing to be trained. Such a request must be considered on the basis of seniority where a worker has shown an ability to do the work.

Regular and casual workers qualify for this training if they've passed their probationary period. During probationary period, training must be offered in a fair manner.

Job security and more choices

The tentative agreement contains several provisions that protect jobs and seniority while providing opportunities for members to get more hours or post into new jobs.

- Vacant regular positions must be posted for no less than 10 days
- These postings will contain more specific information including work days and days off, pay rate, hours of work and worksite location
- In addition, job postings must include a summary of the job description/duties and qualifications and current work area (for information purposes)
- Definition of full-time, part-time and casual work will result in more employees qualifying for benefits
- Postings will be filled on the basis of seniority if two or more applicants have equal qualifications, skills and abilities
- Layoffs and bumping will occur in reverse order of seniority

- Casual employees will now be called in on the basis of seniority and training
- There will be no contracting out except under very limited circumstances.

What happens next?

Please take the time to carefully review this backgrounder and the attached documents. It is important that you fully understand Ready's recommendations before you vote on them.

If you vote yes, Ready's recommendations in Part I and the previously agreed to items contained in Part II will form your first collective agreement if Sodexo also ratifies Ready's report.

If either the union or Sodexo rejects the Labour Relations Board – not HEU – will determine what happens next. Those possibilities include a return to a strike or lockout situation, further mediation, or binding arbitration.

Your bargaining committee members – listed below – are asking you to vote yes to these recommendations.

Larry Maralia – Central Care Home
 Donna Taluinas – Eagle Ridge Hospital
 Patricia Peardon – Eagle Ridge Hospital
 Gurmeet Ghuman – Foyer Maillard
 Joanne Bjornsson – Foyer Maillard
 Amarjeet Kaur Parmar – German Canadian
 Ravinder Biring – German Canadian
 Betty Gower – Mission Memorial Hospital
 Dennis McSween – MSA Hospital
 Kerry Keller – Powell River General Hospital
 Marie Mesidor – Rosewood Manor
 Pushpa Ram – Rosewood Manor

Paul Oyando – Burnaby General Hospital
 Sheelta Chand – Burnaby General Hospital
 James Walper – Chilliwack General Hospital
 Mely Otucan – Fellburn Hospital
 Ruth Rao – Fellburn Hospital
 Erin Fox – Queen's Park Hospital
 Maria Pizarro – Queen's Park Hospital
 Marlene Long – Royal Columbian Hospital
 Ken Scott – Royal Columbian Hospital
 Willy Chua – Surrey Memorial Hospital
 Zenaída Hukom – Surrey Memorial Hospital

November 23, 2005

PART I
Recommendations by
mediator Vince Ready
dated November 22, 2005

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN:

SODEXHO MS CANADA LIMITED

(the “Employer” or “Sodexho”)

AND:

HOSPITAL EMPLOYEES’ UNION

(the “HEU”)

AND:

BC GOVERNMENT & SERVICE EMPLOYEES’ UNION

(the “BCGEU”)

MEDIATOR’S RECOMMENDATIONS

ISSUED TO THE PARTIES

BY

VINCENT L. READY,

MEDIATOR

ON NOVEMBER 22, 2005

On June 22, 2005 I was appointed by the parties as Mediator to assist them in resolving their collective bargaining dispute.

I met with the parties on several occasions but in the end they were unable to reach an agreement. In the result, a legal strike commenced on September 15, 2005 and concluded on November 4, 2005 when, with the agreement of the parties, Mr. Mark Brown, the Vice-Chair of the Labour Relations Board, appointed me to assist the parties in settling this dispute under the provisions of Section 55 of the *Labour Relations Code*.

Section 55 of the *Labour Relations Code* reads, in part, as follows:

55 (1) Either party may apply to the associate chair of the Mediation Division for the appointment of a mediator to assist the parties in negotiating a first collective agreement...

...

(6) If the first collective agreement is not concluded within 20 days of the appointment of the mediator, the mediator must report to the associate chair and recommend either or both of the following:

- (a) the terms of the first collective agreement for consideration by the parties;
- (b) a process for concluding the first collective agreement including one or more of the following:

- (i) further mediation by a person empowered to arbitrate any issues not resolved by agreement and to conclude the terms of the first collective agreement;
- (ii) arbitration by single arbitrator or by the board, to conclude the terms of the first collective agreement;
- (iii) allowing the parties to exercise their rights under this Code to strike or lock out....

The parties also agreed that, subject to the policy considerations and procedures under Section 55 of the *Labour Relations Code* (set out above), I had the necessary jurisdiction to provide them with recommendations, if necessary, to resolve the dispute as well as arbitrate any unresolved issues should that become necessary.

I met with the parties on November 9, 13 and 14, 2005 during the mediation phase contemplated under Section 55 of the *Code*. Considerable progress was made in resolving a number of outstanding non-monetary and monetary issues. However at the end of the day the parties still remained apart on the following issues:

- Rate of pay
- Retroactive pay
- Effective dates of the wage rates
- Probationary employees' rate of pay
- Term of the agreement – Article 43
- Cook II rate of pay

- Payment of meal breaks – Article 20.04
- Sick leave – Article 28
- Members on Union leave – Article 31.04
- Shift premium – Article 44.04
- Uniform allowance – Article 36.01
- Translink bus pass administration
- Successor status and transfer rights to the new Abbotsford facility currently under construction
- Casual entitlement and call in procedure – Article 1.09
- Casual employees' eligibility for Health and Welfare benefits
- Premium costs for Health and Welfare benefits
- Issues regarding uniforms and rate of pay for a Janitor

HISTORY OF THE DISPUTE

It is useful at this point to briefly describe the background leading up to the current dispute.

In 2002, the Government enacted Bill 29, the *Health and Social Services Delivery Improvement Act* (the *Act*). Section 6(2) of the *Act* overrode Collective Agreement provisions restricting contracting out of certain services.

Subsequent to passage of the *Act*, a number of health care Employers throughout the province proceeded to contract out certain services, including those services at issue in this dispute, to private contractors.

In early 2003, Sodexo voluntarily recognized IWA-Canada, Local 1-3567 (as it was known at the time, prior to amalgamation with the United

Steelworkers of America), as the bargaining agent for employees hired to provide certain services pursuant to Sodexho's contracts with health care Employers, including Vancouver Coastal Health Authority (VCHA), Providence Health Care (PHC) and Fraser Health Authority (FHA). Sodexho and IWA-Canada signed Collective Agreements covering each of the sites to which Sodexho provided services.

The validity of the Sodexho/IWA Collective Agreements were challenged by the Hospital Employees' Union (HEU) and the BC Government & Service Employees' Union (BCGEU). The background to those challenges is long, complex and controversial and will not be recited in its entirety here. Suffice it to say for current purposes the Labour Relations Board (LRB) ultimately determined that in the majority of cases the Sodexho/IWA Collective Agreements were invalid, as they had not been ratified by a secret ballot vote. Accordingly, it was not open to Sodexho to assert that it had valid Collective Agreements to bar subsequent successful HEU and BCGEU applications to represent Sodexho employees.

At FHA, HEU became the certified bargaining agent for Sodexho employees in a single certification covering Burnaby General Hospital, Chilliwack General Hospital, Fellburn Care Centre, Queen's Park Care Centre, Royal Columbian Hospital and Surrey Memorial Hospital and also became the certified bargaining agent for Sodexho employees in separate certifications at

Matsqui-Sumas-Abbotsford (MSA) Hospital, Mission Memorial Hospital and Eagle Ridge Hospital.

This then is the first Collective Agreement between Sodexho and the HEU and the BCGEU.

On another front, some of the long-term care and acute care facilities entered into service contracts with Aramark Canada Facilities Services Ltd. (Aramark). Aramark also initially signed an agreement with the IWA-Canada which was also found to be invalid by the LRB. HEU subsequently became the certified bargaining agent for employees of Aramark at those facilities.

Aramark and the HEU have recently concluded a Collective Agreement which provides both the avenue and the framework to conclude the dispute between these parties, referred to me under Section 55 of the *Labour Relations Code* as set out above.

It is fair to say that the terms and conditions of the Aramark Collective Agreement, in some aspects, are superior to those provided to Sodexho employees under existing arrangements.

The Union from the outset of this process has held steadfast to the position that the rates of pay in this agreement must end up being parallel to

the Aramark rates of pay. Sodexo has been equally steadfast in its position, noting the underlying differences in the service contracts between the Health Authorities and Sodexo (as compared to Aramark) and most significantly the cost to Sodexo of wage rates parallel to those established by the Aramark Collective Agreement.

Given the history and the differences between the Aramark and Sodexo contracts, there is a wide gap between them to achieve the goal of parallel rates of pay. Therefore, my recommendations, which I believe represent a reasoned balancing of the parties' competing interests, are designed to bridge the gap over time and to essentially achieve the same rates of pay as are found in the Aramark agreement.

Similarly, and again because of the existing history, the issue of retroactive pay has become a crucial issue between the parties.

As I stated earlier, because of the considerable amount of catch-up needed to achieve the Union's primary goal of arriving at the same rates of pay as those found in the Aramark Agreement, I hold the view that a modest amount of money is available for retroactive pay. Accordingly, my recommendations will reflect that fact. My recommendations will also change the benefit premium cost sharing split between the Employer and employees during the second and third years of the Agreement so as to bring these

premium rates in line with the Aramark Agreement by the expiry of this Collective Agreement.

With respect to the term of the Agreement, in return for achieving similar rates of pay as the Aramark Collective Agreement, I will be recommending that the Sodexo Agreement expire on the same date as the Aramark Agreement. This in my view will put all the parties concerned on a level playing field when their Agreements expire.

I now turn to my recommendations on the outstanding issues, which are intended to apply to the following:

Cedarview Lodge	UBC Hospital
Kiwanis Care Centre	Minoru Residence
Powell River Hospital	Olive Devaud
Vancouver General Hospital	St. Vincent's Langara
Richmond Hospital	Holy Family Hospital
Brock Fahrni Pavillion	St. Mary's and Totem Lodge, Sechelt
Youville Residence	G.F. Strong Rehabilitation Centre
Richmond Lions Manor	Lions Gate Hospital
Shorncliffe	Squamish General Hospital and Hilltop House
St. Paul's Hospital	Dogwood Lodge
Mount Saint Joseph Hospital	Burnaby Hospital

Queens Park Care Centre	Royal Columbian Hospital
Chilliwack General Hospital and Heritage Village	Surrey Memorial Hospital
Fellburn Care Centre	George Pearson Centre (BCGEU)
Central Care Home	Mission Memorial Hospital
MSA General Hospital	Eagle Ridge Hospital
Foyer Maillard	German Canadian Care Home
Rosewood Manor	

1, 2 and-3 RETROACTIVE PAY, RATES OF PAY AND EFFECTIVE DATES OF WAGE INCREASES

RETROACTIVE PAY

Employees currently employed at the following facilities who were employed in 2004 will receive \$500.00 for full-time employment and \$300.00 for part-time:

- Rosewood
- Foyer Maillard
- Central Care
- Mission
- MSA
- Eagle Ridge

RATES OF PAY

	LEAD HAND	COOK II	COOK I	RETAIL AIDES/ HOUSEKEEPING
CURRENT	11.48	12.71	15.02	10.15
May 1/05	11.94	13.17	15.48	10.61
Oct. 1/05	12.20	13.56	15.87	11.00
Oct. 1/06	13.25	14.86*	16.92	12.05
Oct. 1/07	14.25	16.11*	17.92	13.05

* 25 cents added to Cook II rate on October 1, 2006 and October 1, 2007.

4. TERM OF THE AGREEMENT

I am recommending that the term of the Collective Agreement become effective date of ratification and expire on September 30, 2008.

5. PROBATIONARY EMPLOYEES' RATE OF PAY

All staff hired after date of ratification will be paid \$1.25 per hour less than the prevailing rate while on the 520 hour or 6 months' probationary period, but no less than \$10.15 per hour.

6. PAYMENT OF MEAL BREAKS – ARTICLES 19.03 AND 20.04

19.03 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

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 19.03.

7. SICK LEAVE – ARTICLE 28

Employees shall be entitled to six (6) days sick leave per year to be taken at any time. The year shall be from September 1, 2005 – August 31, 2006.

Sick leave is not cumulative, i.e., unused sick leave days are not to be carried over to the following year.

8. MEMBERS ON UNION LEAVE – ARTICLE 31.04

31.04 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 representative 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 request 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 vacation, 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 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 the 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.

9. SHIFT PREMIUM – ARTICLE 44.04

Effective October 1, 2006 the night shift premium shall be increased to 70 cents per hour.

10. UNIFORM ALLOWANCE – ARTICLE 36.01

Where employees are required to clean their uniforms they shall receive 65 cents per shift effective date of ratification.

11. TRANSLINK BUS PASS ADMINISTRATION

This program shall be implemented October 1, 2006.

12. SUCCESSOR STATUS AND TRANSFER RIGHTS TO THE NEW ABBOTSFORD FACILITY CURRENTLY UNDER CONSTRUCTION

This matter should be discussed between the parties before the opening of the new facility. If the parties cannot resolve this issue then it falls to be decided by the Labour Relations Board of British Columbia.

13. CASUAL ENTITLEMENT AND CALL IN PROCEDURE – ARTICLE 1.09

1.09 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.

14. CASUAL EMPLOYEES' ELIGIBILITY FOR HEALTH AND WELFARE BENEFITS

A casual employee who is regularly scheduled to work more than 20 hours per week for at least six months will be entitled to enroll in the Health and Welfare program after three (3) months.

15. PREMIUM COSTS FOR HEALTH AND WELFARE BENEFITS

The premium costs for these benefits will remain unchanged until May 1, 2007. At that time the cost sharing will be a 70/30 split. Effective May 1, 2008 the cost sharing split shall be 50/50.

16. ISSUES REGARDING UNIFORMS AND RATE OF PAY FOR A JANITOR

These matters are to be referred to a Union-management committee.

ISSUES BETWEEN BCGEU AND SODEXHO

There were a number of issues between the BCGEU and Sodexho. I confirm that the parties agreed in my presence to a resolution of all of these matters. Therefore, the parties are directed to draft contract language on those matters. In the event they are unable to agree on any matter(s) such matter(s) shall be referred back to me for a final and binding resolution.

ITEMS PREVIOUSLY AGREED

All items previously agreed between the parties either in direct negotiations or during mediation shall be incorporated into the Collective Agreement.

RETAINED JURISDICTION

I shall retain the necessary jurisdiction to resolve any matters or disputes arising out of the implementation of these recommendations.

It only remains for me to thank the spokespersons for both parties, as well as the Bargaining Committee members of both sides for their candour and diligence throughout this process.

I strongly urge both parties to accept these recommendations as I believe they represent a proper balancing of their interests and will avoid further labour disruptions. I also direct the parties to advise me of their decision of

acceptance or rejection of these recommendations by the close of business on Saturday, December 10, 2005.

All of which is respectfully submitted at the City of Vancouver in the Province of British Columbia this 22nd day of November, 2005.

Vincent L. Ready

Vincent L. Ready

PART II

Items agreed to by the parties prior the appointment of Vince Ready as a mediator under Section 55 of the Labour Code

Draft November 22, 2005

Errors and Omissions Excepted

**SODEXHO MS CANADA LIMITED AND HOSPITAL EMPLOYEES' UNION
COLLECTIVE AGREEMENT**

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. The parties agree to foster and promote an environment free from harassment.

1.02 Human Rights Code

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

1.03 No Discrimination for Union Activity

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.

1.04 Personal and Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary representing an employee engaging in sexual harassment in the workplace.

(b) **Personal harassment is:**

1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.

2) deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:
1. sexual solicitation or advance or inappropriate touching or sexual assault;
 2. a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (d) An employee allegedly being harassed by another employee, a supervisor or a contractor engaged by the Employer may register the complaint in writing to the District Manager, or designate, either directly or through the Union. The District Manager or designate, shall deal with the complaint with all possible confidentiality and discretion.

The District Manager or designate, shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated and indicate what action, if any, was taken.

Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance procedure.

- (e) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Recognition

[Actual language depends on the collective agreement]

Coastal Agreement

Sodexo recognizes the Union as the exclusive bargaining agent for all employees of Sodexo certified by the Union (as set out in Appendix "A") in retail and

patient food services operated by Sodexho within the Vancouver Coastal Health/Providence Health Region.

Separate Fraser Agreements

Sodexho recognizes the Union as the exclusive bargaining agent for all employees of Sodexho certified by the Union in housekeeping services at [specific location]

Separate Long Term Care Agreements

Sodexho recognizes the Union as the exclusive bargaining agent for all employees of Sodexho certified by the Union in food, housekeeping and laundry services at [specific location]

Letter of Understanding will read for Coastal sites and single site certifications: The Company will provide, where ever reasonably possible, an on-site locking file cabinet for the sole use of the Union. It is understood the cabinet may be one level. The location of the filing cabinet will be mutually agreed to by the Employer and the Union.

Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the union. At the time of hire each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.
- (b) The Employer shall deduct from each employee covered by this collective agreement, all union dues, assessments and initiation fees levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union's provincial office.
- (c) Deduction shall be made each pay period.
- (d) The Union shall advise the Employer, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer by the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

2.03 Information and Dues Remitted to the Union

- (a) Union dues so deducted shall be remitted to the Union's Provincial Office no later than the 15th day of the month for the previous month's

deductions. The Employer shall also provide the Union with a list of names of those employees from whose wages such deductions were made together with the **employee status and** amounts deducted from each employee. The list will also include names of employees who have been hired and who have terminated from each worksite for the previous month.

- (b) Twice every calendar year the Employer shall provide to the Secretary Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, telephone numbers and addresses known to the Employer. Implementation shall be no later than six months following the signing of the Collective Agreement.

2.04 New Employees

At the time of hire, new employees will be advised that a collective agreement is in effect.

The union chief shop steward or designate and new employee shall be given the opportunity to meet within regular working hours without loss of pay, for fifteen (15) minutes during the first thirty (30) days of his/her employment.

2.05 Income Tax Receipts

The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be mailed to the employees prior to March 1st of the year following each taxation year.

2.06 Union Bulletin Boards

The Employer shall provide an agreed number of bulletin boards at each location for the exclusive use of the Union, the site to be determined by mutual agreement between the Employer and the Union. The use of such boards shall be restricted to the business affairs of the Union. The Union designate is responsible for the posting of information.

2.07 Maintenance of Union Membership

- (a) All employees in the bargaining unit who are members of the Union shall maintain membership in the Union as a condition of employment.
- (b) The maintenance of membership will be subject to the applicable Labour Legislation.

2.08 Indemnification

The Union agrees to indemnify the Company and save it harmless from claims arising from terminations arising from this Article.

2.09 Exception to Grievance Procedures

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

Grievance Procedure

2.10 Shop Stewards

- a) The Union will have 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.
- b) The Employer will be kept advised of all Shop Steward appointments.
- c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.

2.11 Union Representative Visits

The Union shall inform the Company when any representative of the Union intends to visit the worksite for the purpose of conducting union business. Such visits will not disrupt employee's working, without the supervisor's permission.

2.12 Badges and Insignia

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

ARTICLE 3 - DEFINITIONS

Spouse – a legal marriage under the authority of a marriage certificate or a common-law relationship where two people have cohabited as spousal partners for a period of not less than one year. For the purpose of this Agreement, an employee can have only one person designated as a spouse. It is incumbent on the employee to provide evidence of the spousal relationship as requested.

ARTICLE 4 - EMPLOYER RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that Sodexo has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
- (b) To make and to alter from time to time rules and regulations to be observed by all employees. The parties agree to discuss rules and regulations at Union/Management committee meetings.
- (c) To discipline or discharge employees for proper cause and to retire employees at their normal retirement age.

4.02 Managers 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.

4.03 It is agreed that volunteers have a role in health care and are an important link to the community being served by Sodexo's clients. It is further agreed that volunteers will be supernumerary to established positions in the bargaining unit, and that the use of volunteers will not result in the lay-off of employees in the bargaining unit; nor will volunteers be used to fill established positions within the bargaining unit.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

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 and the Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6 - UNION/MANAGEMENT COMMITTEE

[Language will be developed to set out Union/Management committees in the Coastal Health Authority and under each collective agreement within the Fraser Health Authority and long term care facility. In the Fraser worksites and long term care worksites, there will be two employees and a Union staff person under each collective agreement. In Coastal, there will be five employees, one from each of the three regions and two at large and a Union staff person. The numbers for Sodexo will be the same.]

6.01 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.

6.02 Union Committee

The Union shall appoint and maintain a Committee comprising 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.

6.03 Union/Management Committee Meetings

- (a) The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Employer for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s) concerned. Such meetings may discuss other issues, **including workload issues**, relating to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:
- 1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - 2) correcting conditions causing misunderstandings;
 - 3) dealing with matters referred to in this Agreement;

- 4) planning, training and skills upgrading for those employees affected by technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.
- (b) Grievances of a general/ policy nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 7.02 no later than thirty (30) days of the Union becoming aware of the issue.
- (c) All Union/Management Committee meetings shall be held as promptly as possible on request by either party.
- (d) The time spent by members of the Union Committee in the course of their employment shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

A shop steward or Union committee member shall obtain the permission of his/her immediate supervisor prior to leaving their work duties to undertake their Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. Paid leave will be granted for:

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) attending meetings called by management;
- (c) investigation of employee complaints of an urgent nature.

The shop steward or Union committee member agrees to notify his/her supervisor on resuming his/her normal duties.

7.02 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as:

- (a) 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.

- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

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

STEP ONE:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. The supervisor will respond within three working days of discussing the grievance with the employee. If the grievance is not settled at this step:

STEP TWO:

Then within seven (7) calendar days of the Step One meeting, 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 immediate supervisor or the department head by a Shop Steward or a Union Committee member. The parties will meet to discuss the grievance. Within seven (7) calendar days following the meeting, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step,

STEP THREE:

Then within ten (10) calendar days of receiving the Step Two response, the Union Committee or its delegate, shall notify the Company in writing that the grievance will proceed to Step Three. The Company and Union will meet within twenty-one (21) calendar days of referral of the grievance to Step Three 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 twenty-one (21) calendar days of the presentation of this decision.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

7.03 Time Limits

If the Union does not present a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not

be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

7.04 Technical Objections to Grievances

The parties agree that a grievance should not be defeated because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board has the power to allow all amendments that are consistent with the grievance and has the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute.

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 whether a matter is arbitrable, during the term of the Collective Agreement, Jean Greatbatch, 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 the next available expedited arbitration date. Expedited arbitration dates shall be mutually agreed to by the parties.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (7) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (8) 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.
- (9) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (10) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (11) The expedited arbitrators, who shall act as sole arbitrators, shall be C. Sullivan; D.R. Munroe, Q.C.; V.L. Ready; J. Dorsey; J. Gordon;
- (12) 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.
- (13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

7.07 Right to Have a Steward Present:

The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact his/her shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

7.08 Past Discipline or Warning

With the exception of suspension of employment, notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not exceeding eighteen (18) months from the date it was issued, provided there has not been further infraction.

Notices pertaining to suspension of employment will be maintained on an employee's personnel file for a period not exceeding twenty four (24) months from the date it was issued, provided there has not been further infraction.

7.09 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for five (5) or more days for alleged cause shall have the right within ten (10) calendar days after the date of dismissal, or suspension, to initiate a grievance at Step Three of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any difference, 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:

Rod Germaine	Irene Holden	Vincent L. Ready
Nicolas Glass	Daniel Johnson	Glenn Sigurdson
Donald Munroe, Q.C.		

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.

8.03 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, the Board may order that his/her reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, suspension or discharge had not taken place. The arbitrator has the authority, however, to order reinstatement of the employee under such circumstances as he/she deems equitable in consideration of all the circumstances.

8.04 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 The status of all employees covered by this Agreement shall be defined under one of the following three definitions.

Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work at least thirty-seven and a half (37.5) hours per week. Regular full-time employees accumulate seniority based on the number of hours worked.

Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-seven and a half (37.5) hours per week. Regular part-time employees accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part time employee.

Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement in the regular

schedule as required by the Company or to perform emergency or non reoccurring or irregular short term relief work as required by the Company. Casual employees accumulate seniority on an hourly basis.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first five hundred and twenty (520) hours of work **or six (6) months (whichever comes first) of continuous service** with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by thirty (30) calendar days provided written reasons are given for requesting such extension.

10.02 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. Seniority will be based on the number of hours worked.

10.03 Rejection During Probation

- (a) A rejection during probation shall not be considered a dismissal. The test of just cause for rejection shall be the probationary employee's suitability for continued employment. The Employer agrees that the factors used to address suitability must affect work performance.
- (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 – Grievances, grieve the decision.

ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILE

11.01 Evaluation Reports

Employees will be provided with formal evaluations of their performance done by their supervisor. The form shall provide for the employee's signature to either accept or disagree with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

11.02 Personnel File

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) calendar days' notice prior to examining the file.

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, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

An employee may review his/her file for personal reference.

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 and Temporary Vacancies

In selecting the successful applicant(s) for postings, transfers of employees or temporary vacancies, seniority will be the deciding factor where certificates (if required) or equivalencies, skill and ability are relatively equal amongst the applicants.

Where permissible, the equivalents of certificates of qualifications will be considered.

12.02 Assessment Period

Following placement of the successful job applicant, he/she shall be considered in an assessment period for up to five working (5) days and upon satisfactory completion of the assessment period will be confirmed in the position.

If unable to perform the duties of the new position or if the employee requests to be relieved from the position, the employee will be returned to his/her former position. Any other employee transferred or promoted as a result of the original job posting will also be returned to her/his former status.

12.03 Temporary Promotion or Transfer

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.

12.03 Military Service

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

12.04 Seniority Hours

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

12.05 Loss of Seniority

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

- (a) voluntary resignation, or
- (b) retirement, or
- (c) discharged for just cause, or
- (d) is absent from work by reason of layoff for more than twelve (12) months, or
- (e) if a laid off employee fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail.

12.06 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with the length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee for at least two years of service seniority at time of termination.
- (b) the resignation must indicate the reason for termination
- (c) the break in service shall be for no longer than two (2) years
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period of employment.

Former employees who meet the conditions outlined above shall be considered an internal applicant when applying for re-employment.

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 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.

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 location
 - Start date of position
- (b) All postings shall also include a summary of job description /duties and qualifications and current work area for information purposes only.

The hours of work, including stop and start times, days off, duties and work area may be subject to change provided that the change is consistent with operational requirements, the provisions of the collective agreement, and is not for arbitrary, discriminatory or in bad faith reasons.

13.03 Within three (3) calendar days of the successful applicant being notified, the Company will attempt to 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.

13.04 The employer agrees to supply to the union the names of all applicants for a vacancy or new position in the course of a grievance investigation, if so requested.

13.05 Temporary Vacancies less than 45 Days

- (a) Notwithstanding clause 13.01, if the vacancy is a temporary one of less than forty-five (45) calendar days, the position shall not be posted and instead shall be filled as follows:
- (i) in order of seniority, by employees at the worksite who have indicated their interest to work additional hours in writing, provided that they are trained and qualified to perform the work being assigned in the job classification for which they are registered.
 - (ii) if the application of this paragraph requires the Company to pay overtime to the employee, the proposed move need 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 12.01.

13.06 Transfers within Commercial Contract Worksites

(Language for Coastal collective agreement and some Fraser Health 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.
- (b) Employees who want to move to another worksite within the commercial contract worksites shall do so in the following manner:
 - Notify your current worksite supervisor and Union Shop Steward in writing identifying which site the transfer is requested for.
 - The Supervisor will notify the supervisor at the worksite that the employee is interested in being transferred to. The employee will be duly considered for the vacant posting provided the employee has been employed at the sending facility for not less than one year and has a satisfactory performance record.
- (c) Qualified employees transfer requests shall be considered prior to any external hiring into the receiving worksite.

ARTICLE 14 - JOB DESCRIPTIONS

14.01 The Employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain the job title, qualifications and wage level of the job, a summary statement of the duties and the date prepared.

The said job descriptions shall be provided in writing to the Chief Shop Steward and Secretary-Business Manager or designate.

14.02 Each regular employee shall be provided with a copy of the summary description for his/her classification.

14.03 (a) In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss appropriate remuneration. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

- (b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step Three of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- (c) Any decision to adjust the wage rate, either by the parties or the board, shall be retroactive to the date the complaint was filed.

ARTICLE 15 - CONTRACTING OUT

15.01 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
- (c) An emergency occurs

ARTICLE 16 - TECHNOLOGICAL CHANGE AND LOSS OF WORK

16.01 An employee shall be considered displaced by technological change when his/her services are no longer required as a result of automation or replaced by equipment, or the mechanization or automation of duties which cause the displacement and/or layoff of an employee.

16.02 Where the Employer intends to introduce technological change which affects the job security of at least twenty (20) percent of the workforce at the worksite, the Employer shall give no less than sixty (60) calendar days notice in writing to the Union. Where less than twenty (20) per cent of the work force at the worksite will be affected, the Employer will give no less than twenty (20) work days notice in writing to the Union.

- 16.03** The Employer and the Union shall, within two (2) weeks of the date of the notice, meet to review the effect of the change and what course of action is to be taken.
- 16.04** Where at least twenty (20) percent of the work force at the worksite is affected, the Employer and the Union will meet in good faith and endeavour to develop an adjustment plan on which the technological change will be made and may include the following:
- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provision in the collective agreement;
 - (ii) human resource planning and employee counseling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

The parties agree that changes made to the collective agreement through the adjustment plan are enforceable.

- 16.05** In the event of a layoff, regular employees at the worksite shall receive no less than fourteen (14) days written notice in advance of the day of layoff. A copy of such notice shall be provided to the Secretary Business Manager and Union Shop Steward.

A reduction in the normal hours of work of a regular employee shall be considered a layoff.

- 16.06** The Employer will layoff employees in reverse order of seniority within the classification provided those retained have the certificates of qualifications (if required) and the ability to do the work. Where permissible, the equivalent of certificates of qualifications will be considered.

No new employees will be hired until all those qualified employees with recall rights have been given the opportunity to return to work and have failed to do so.

16.07 Layoff/Reduction In Hours – Two (2) weeks or less

A layoff 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 ahead of casual call in for work
- (iii) elect unpaid leave or take vacation entitlement earned

16.08 Layoff/Reduction in Hours – Greater than two (2) weeks

- (i) Displace the most junior employee at the worksite with the same number of hours in the job classification for which he/she has the certificates of qualification (if required) and the ability to do the work.

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 certificates of qualification (if required) and the ability to do the work.

- (ii) Be placed on the casual list
- (iii) Be placed on the recall list

16.09 Layoff Notice or Pay

The Employer shall give notice pursuant to clause 16.05 or normal pay as follows:

- (i) one week pay in lieu of notice, after three (3) months service
- (ii) two weeks pay in lieu of notice, after one (1) year service
- (iii) three weeks pay in lieu of notice, after three (3) years service, plus one additional week for each additional year of employment to a maximum of eight (8) weeks

16.10 Recall Rights

- (a) Laid off employees shall retain recall rights for six (6) months.
- (b) Laid off employees shall be rehired at their worksite in the reverse order they were laid off provided they have the ability to perform the duties of the work to be performed.
- (c) An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the previous classification she held prior to layoff should it become vacant within six (6) months of his/her return to work.
- (d) Laid off employees failing to report for regularly scheduled work within seven (7) days of the date of notification shall be considered to have terminated their employment. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision.
- (e) When a laid off employee bids for and is successful in obtaining a posted position, he/she shall have no further rights with regard to recall.

16.11 Additional Postings Options (Vancouver Coastal Employees)(Fraser Health Sites)

- (a) During the fourteen (14) day layoff notice period a laid off employee is entitled to notify the Employer they are available for work at other worksites. The employee shall specify the worksites.
- (b) A laid off employee shall be placed on the additional worksite seniority list and shall be considered for all jobs posted pursuant to Article 13.01.
- (c) All other layoff provisions continue to apply for employees electing additional posting options.
- (d) An employee who successfully posts into a new worksite shall be credited with all service and seniority earned prior to the layoff.

16.12 Bumping – General

- (a) In a layoff, the Employer shall supply to an employee and the Union designate a list of employees that may be bumped by the employee. An employee must exercise their bump option within five (5) days of receiving the lists.
- (b) The employee shall receive the rate of pay for the new position.

- 16.13** Notice of layoff shall not apply where the Employer can establish that the layoff results from an Act of God.

ARTICLE 17 TRAINING

17.01 Purpose of Training

The Employer and the Union agree to promote, wherever possible, the training, retraining or in-service sessions of employees to improve their job skills related to their employment.

- 17.02** It is understood that an employee will be adequately trained to perform the assigned work.

17.03 Paid Training

Employees, when directed to attend compulsory training courses or in-service sessions pertaining to operations shall be paid in accordance with the provision of the collective agreement.

- 17.04** 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.

17.05 Partial Paid and Unpaid Training

The Employer may grant leave to allow employees to take educational courses related to their employment and such leave may be without pay or with partial pay.

17.06 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 18 - SCHEDULING PROVISIONS

- 18.01** (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 may alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer's control. In such cases, the shift(s) of the most junior qualified employee(s) will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one 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 20.
- (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 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 prior approval of the Employer.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The work week shall provide for continuous operation Saturday at 12:00 a.m. through Friday at 11:59 p.m.

19.02 Hours of Work

- (a) The normal hours of work for regular full-time employees, exclusive of meal times, shall be at least thirty-seven-and-a-half (37.5) hours per week, and the work shift shall be at least seven and one half (7.5) or an equivalent mutually agreed to by the Employer and Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their meal period.
- (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.

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

(b) Meal Periods

All employees working at least a five (5) hour shift shall receive a one-half (1/2) hour unpaid 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.

ARTICLE 20 - OVERTIME

20.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 19.02, 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 of pay 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 1/2 x) the employee's regular hourly rate for all hours on a scheduled day off.

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

20.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 25, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond eight hours (8) in that day.

20.04 Where possible, 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 but no later than the second pay period following the date the overtime was earned.

- 20.05** 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 19.03.
- 20.06** Only in cases of emergency may an employee be required to work overtime.
- When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.
- 20.07** 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.
- 20.08** Overtime shall be offered in order of hourly seniority to regular employees who are currently doing the work.
- 20.09** A regular part time employee working less than the normal hours per day, or the normal days per week of a full time employee, and who is requested to work longer than his/her regular work day or work week, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day or work week of a full time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day or work week of a full time employee.
- 20.10** For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

ARTICLE 21 - CALL-BACK TO WORK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of thirty-one cents (\$0.31) per kilometer from the employee's home to the worksite and return. The minimum allowance shall be ten dollars (\$10.00).

ARTICLE 22 - REPORTING PAY

22.01 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.

22.02 Weather Conditions Excepted

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

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

23.01 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.

23.02 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 24 - TRANSPORTATION ALLOWANCE

24.01 An employee who uses his/her own 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. Minimum allowance shall be ten dollars (\$10.00).

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

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Statutory Holidays

- (a) Employees will be entitled to nine (9) statutory holidays and such other holidays as may in future be proclaimed or declared 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	

(b) **Pay Calculation**

Statutory holiday pay shall be based upon the average percentage of available full time hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday. Average percentage is defined as hours worked and overtime hours multiplied by the overtime rate divided by 162.5 hours.

- (c) Casual employees who have not completed thirty (30) calendar days service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the Statutory Holiday.

25.02 Other Religious Observances

- (a) Employees who are members of non-Christian religion are entitled up to two 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 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.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation.

25.03 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.

Letter of Understanding:

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 so that employees will receive as many three-day breaks during each year as possible. Such days will be taken at a mutually agreed-to time between the Employer and employee.

25.04 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

25.05 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.

25.06 All employees scheduled to work on any of the statutory holidays as listed in clause 25.01 shall not have their normal hours of work reduced.

ARTICLE 26 - VACATIONS ENTITLEMENT

26.01 Annual Vacation Entitlement

The Employer's vacation year is September 1 – August 31.

10 working days per year in the first year at 4%
 15 working days per year in the 6th year at 6%
 20 working days per year in the 11th year at 8%
 25 working days per year in the 16th year at 10%

26.02 Vacation Period

- (a) All regular employees shall be required to submit their vacation requests in writing and the employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.
- (b) Employees who want to take vacation during the months of March 1, April, May, June, July or August 31 – Must submit a written request no later than January 15 preceding the vacation. The Employer will respond no later than February 1. Approval of such requests shall be based upon seniority subject to operational requirements.
- (c) Employees who want to take vacation during the months of September 1, October, November, December, January, February 28 – Must submit a written request no later than July 15 preceding the vacation. The Employer will respond no later than August 1. Approval of such requests shall be based upon seniority subject to operational requirements.
- (d) Approval for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

26.03 Splitting of Vacation Periods

Annual vacation for employees shall be granted in one (1) continuous period but in cases of more than ten (10) days vacation may, upon request from the employee, be divided as follows:

- (1) The Employer's approval shall not be unreasonably withheld, taking into consideration the employee's seniority at the worksite and the operational requirements of the department; and
- (2) At least one (1) block of vacation shall be at least five (5) days in duration.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

26.04 Vacation Pay

Upon receipt of fourteen (14) days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

26.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance.

26.06 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 for the duration of sickness or illness 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.

26.07 Vacation Credits Upon Death

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

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

ARTICLE 27 - 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, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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.

ARTICLE 28 - SICK LEAVE, W.C.B, RETURN TO WORK

- 28.01** Regular employees shall be entitled to six (6) days sick leave per year to be taken at any time. The Employer's sick leave year is September 1 – August 1. Unused sick leave days are not carried over to the following sick leave year.
- 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.
- 28.03** Sick leave shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be in accordance to actual time off.
- 28.04** 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.
- 28.05** Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.
- 28.06** 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.
- 28.07 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 34 and 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 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 31.3 except that seniority shall continue to accrue based on regular hours.

28.09 Transportation for Accident Victim

If an injured employee requires assistance, transportation to the employee's home shall be provided by the employer.

28.09 Day of Injury

An employee who cannot complete the shift due to an injury at work shall be paid regular wages for the remainder of the shift.

28.10 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.
- (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. The Employer shall not have contact with the employee's physician, without the employee's consent.

ARTICLE 29 - EDUCATIONAL LEAVE

- 29.01** 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.
- 29.02** 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.

ARTICLE 30 - 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.

ARTICLE 31 - LEAVE - UNPAID

31.01 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 give at least seven (7) 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.

31.02 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, giving the longest possible advance 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.

31.03 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 duration 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 (21st) day of the unpaid leave to the last day of the unpaid leave. Seniority will begin to accumulate upon his/her return 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.

31.04 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 request 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 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.

31.05 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 32 - MATERNITY AND PARENTAL LEAVE

32.01 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' written notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' written 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 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.

32.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay (or thirty-seven (37) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). 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 total parental leave between them (or

thirty-seven (37) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). 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 32.01 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.

32.03 Seniority and Continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain employee's benefit coverage during maternity and parental leave provided the employee maintains his/her share of the cost of the plan.

ARTICLE 33 - FAMILY RESPONSIBILITY LEAVE

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

ARTICLE 34 - HEALTH CARE PLANS

34.01 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full time and regular part time employees who work twenty (20) hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

34.02 BC Medical Plan – Refer to Comprehensive Report

34.03 Dental Plan – Refer to Comprehensive Report

34.04 Extended Health Care Plan – Refer to Comprehensive Report

ARTICLE 35 - GROUP LIFE INSURANCE – Refer to Comprehensive Report**ARTICLE 36 - WORK CLOTHING AND EMPLOYER PROPERTY****36.01 Uniforms**

- (a) (i) The Employer shall supply uniforms including hair covering and aprons for employees who are required to wear same. 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.
- (ii) Effective date of ratification - Where employees are required to clean their uniforms they shall receive sixty five cents (.65c) per shift.
- (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 Protective Clothing and Equipment

- (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.
- (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 applicable Workers' Compensation Board regulations concerning same.

ARTICLE 37 - MORE FAVOURABLE RATES

No employee who is at present receiving a more favourable wage rate than is specified herein shall incur a reduction in such wage rate unless a reduction in such wage rate was negotiated.

ARTICLE 38 - PAY DAYS

38.01 Employees shall be paid by direct deposit every second Friday subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of 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, the pay cheque shall be given prior to the established payday.
- (c) Annual vacation pay - see Article 26.

ARTICLE 39 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK

39.01 Vaccination and Inoculation

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. 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.

“Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer’s expense and on the Employer’s time.

In addition to the above, the Employer agrees to provide in-service training for all employees working with AIDS residents/clients.”

- 39.02** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

39.03 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 40 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION

40.01 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.

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 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.

40.04 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 - 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 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 41 - VARIATIONS

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

ARTICLE 42 - 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 43 - EFFECTIVE AND TERMINATING DATES

The Agreement shall be effective from date of ratification and shall remain in force and be binding upon the parties until September 30, 2008 and from year to year thereafter.

ARTICLE 44 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA, SHIFT PREMIUM

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 the Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

44.03 Wage Schedule – See Comprehensive Report for wage schedule

The pay rates (including stated extras) as agreed to and hereinafter in the Schedule provided, shall be in effect during the term of the Agreement, from date of ratification to September 30, 2008.

44.04 Shift Premium

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

Effective October 1, 2006 Employees working the night shift shall be paid a shift differential of seventy (.70) cents per hour for the entire shift worked.

CASUAL ENTITLEMENT AND CALL IN PROCEDURE

- 1.01 The Employer may call in casual employees to perform work for the following reasons:
- (a) Relief work for scheduled employees on vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement;
 - (b) Emergency relief.
 - (c) Non reoccurring or irregular short term work.
- 1.02 Where it appears that the position that is being filled by a casual employee will be in excess of forty-five (45) days, the position shall be posted and filled pursuant to Article 13.
- 1.03 Part time employees may also register for casual work.
- 1.04 (i) The Employer will set up a job classification registry at each worksite. Casual employees will register for work in job classifications for which they are trained and qualified to perform work.
- (ii) 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.
- 1.05 Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.
- 1.06 A casual employee who refuses work opportunities on five (5) consecutive occasions in a thirty (30) day period where they have indicated availability may be terminated.
- 1.07 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- 1.08 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.

Call in for work during the probationary period will be conducted in a fair manner.

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

Within two weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.

- 1.09 After probation, training opportunities will be provided to casual employees in accordance with Article 17.4.
- 1.10 Call in procedure – All requests shall be recorded in a log which will show the job classification required to be done, the name of the employees requested to perform the work, whether the employee accepted or declined the call to work or failed to answer the call.

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.

- 1.11 A casual employee who is regularly scheduled to work more than twenty (20) hours per week for at least six (6) months will be entitled to enroll in the Health and Welfare program after three (3) months.
- 1.12 Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- 1.13 The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.