

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

And

**COMPASS GROUP CANADA LTD.
carrying on business as
MARQUISE HOSPITALITY
(ELIM VILLAGE)**

January 1, 2018 to December 31, 2021

Note: underlined text is new language for 2018-2021

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ARTICLE 1 - PURPOSE OF AGREEMENT 1

1.02 HUMAN RIGHTS CODE 1

1.03 NO DISCRIMINATION FOR UNION ACTIVITY 1

1.04 PERSONAL AND SEXUAL HARASSMENT 1

1.05 RESPECTFUL CONDUCT IN THE WORKPLACE..... 3

1.06 WORKPLACE BULLYING 4

1.07 INCLUSION 4

1.08 SUPPORT 4

ARTICLE 2 - RECOGNITION OF THE UNION 5

2.01 SOLE BARGAINING AGENCY..... 5

2.02 UNION SHOP..... 5

2.03 UNION CHECK-OFF 6

2.04 NEW EMPLOYEE ORIENTATION 7

2.05 SHOP STEWARDS 7

2.06 BULLETIN BOARDS..... 8

2.07 NOTICE OF UNION REPRESENTATIVE VISITS 8

2.08 BADGES AND INSIGNIA 8

ARTICLE 3 - MANAGEMENT RIGHTS 8

3.04 MANAGERS EXCLUDED FROM BARGAINING UNIT WORK..... 9

ARTICLE 4 - STRIKES, LOCKOUTS, LEGAL PICKET LINES 10

4.01 NO STRIKES OR LOCKOUTS 10

4.02 LEGAL PICKET LINE 10

4.03 FORCE MAJEURE/ACT OF GOD 10

ARTICLE 5 - EMPLOYER-UNION RELATIONS..... 10

5.01 LABOUR-MANAGEMENT COMMITTEE 10

5.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS 11

ARTICLE 6 – JOB DESCRIPTIONS 11

ARTICLE 7 - GRIEVANCE PROCEDURE 13

7.01 GRIEVANCE INVESTIGATIONS 13

7.02 GRIEVANCE PROCEDURE 13

7.03 RIGHT TO HAVE STEWARD PRESENT..... 13

7.07 ARBITRATION 15

7.08 EXPEDITED ARBITRATION 16

7.09 DISMISSAL, SUSPENSION OR LAYOFF 17

7.10 TIME LIMITS/ABANDONMENT 18

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS 18

ARTICLE 9 – PROBATIONARY PERIOD.....	19
9.02 REJECTION DURING PROBATION	19
ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE	19
10.01 EVALUATION REPORTS	19
10.02 PERSONNEL FILE	20
ARTICLE 11 - SENIORITY	20
11.01 DEFINITION	20
11.03 LOSS OF SENIORITY	20
ARTICLE 12 - JOB POSTINGS AND APPLICATIONS	21
12.01 JOB POSTINGS AND APPLICATIONS.....	21
12.02 TEMPORARY VACANCIES LESS THAN 45 DAYS.....	22
ARTICLE 13 – PROMOTIONS, TRANSFER AND DEMOTION	23
13.02 QUALIFYING PERIOD	23
ARTICLE 14 - LAYOFF, BUMPING, AND RECALL.....	24
14.01 LAYOFF	24
14.02 BUMPING	24
14.03 SENIORITY RETENTION DURING LAYOFF	24
14.04 RECALL.....	25
ARTICLE 15 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS	25
ARTICLE 16 - CONTRACTING OUT	26
16.01 LAYOFF OF EMPLOYEES.....	26
16.02 EXCEPTIONS	26
ARTICLE 17 - TECHNOLOGICAL CHANGE.....	26
ARTICLE 18 - TRAINING	27
18.06 ORIENTATION.....	28
ARTICLE 19 - HOURS OF WORK	28
19.01 CONTINUOUS OPERATION.....	28
19.02 HOURS OF WORK.....	28
19.03 REST PERIODS	29
19.04 MEAL PERIODS.....	29
ARTICLE 20 – OVERTIME	29
ARTICLE 21 - STATUTORY HOLIDAYS	31

21.01	STATUTORY HOLIDAYS.....	31
21.02	OTHER RELIGIOUS OR CULTURAL OBSERVANCES.....	33
ARTICLE 22 – VACATIONS		33
22.02	VACATION ENTITLEMENT UPON DISMISSAL	34
22.03	VACATION PERIOD (SCHEDULING OF VACATION)	34
22.04	VACATION ACCUMULATIVE YEAR TO YEAR	35
22.05	REINSTATEMENT OF VACATION DAYS – SICK LEAVE	35
22.06	VACATION CREDITS UPON DEATH.....	35
ARTICLE 23 - BEREAVEMENT LEAVE		35
ARTICLE 24 – MATERNITY, PARENTAL AND ADOPTION LEAVE		36
24.01	MATERNITY LEAVE	36
24.02	PARENTAL LEAVE	37
24.05	FAMILY RESPONSIBILITY LEAVE.....	38
24.06	COMPASSIONATE CARE LEAVE	39
ARTICLE 25 - SICK LEAVE, WORKSAFEBC, RETURN TO WORK		39
25.09	WORKSAFEBC BENEFITS	40
25.10	TRANSPORTATION FOR ACCIDENT VICTIM	41
25.11	DAY OF INJURY	41
25.12	RETURN TO WORK PROGRAMS	41
25.13	WORKLOAD	42
ARTICLE 26 - EDUCATIONAL LEAVE		42
ARTICLE 27 - JURY DUTY		43
ARTICLE 28 - UNPAID LEAVE - UNION BUSINESS		43
28.01	UNPAID LEAVE – UNION BUSINESS.....	43
ARTICLE 29 - UNPAID LEAVE OF ABSENCE - GENERAL AND PUBLIC OFFICE		45
ARTICLE 30 - BENEFIT PLANS.....		46
30.02	HEALTH AND WELFARE BENEFITS PLAN INFORMATION AND ADMINISTRATION	47
ARTICLE 31 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK		48
31.01	VACCINATION, INOCULATION AND SUITABILITY	48
31.02	CRIMINAL RECORDS CHECKS.....	48
ARTICLE 32 - WORK CLOTHING AND EMPLOYER PROPERTY.....		49
32.01	PROTECTIVE CLOTHING AND EQUIPMENT.....	49
32.02	UNIFORMS.....	49
ARTICLE 33 - PRINTING OF THE AGREEMENT		49

TABLE OF CONTENTS**PAGE NUMBER**

ARTICLE 34 – REGISTERED RETIREMENT SAVINGS PLAN	49
ARTICLE 35 – MORE FAVOURABLE RATE	50
ARTICLE 36 – PAY DAYS	50
ARTICLE 37 - AGREEMENT TERMS.....	50
37.02 FUTURE LEGISLATION.....	51
ARTICLE 38 – WAGE SCHEDULES AND RETROACTIVE PAY	51
38.01 WAGES.....	51
ARTICLE 39 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	51
39.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	51
39.05 TRAINING AND ORIENTATION	52
39.06 WORKING ALONE OR IN ISOLATION.....	53
39.07 REPORTING UNSAFE CONDITIONS AND REFUSAL OF UNSAFE WORK.....	53
CASUAL CALL-IN PROCEDURES	54
APPENDIX A – WAGE SCHEDULE	57
LETTER OF UNDERSTANDING #1	58
RE: PRINTING OF THE COLLECTIVE AGREEMENT – ARTICLE 33.....	58

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.

Encourage the practice and procedures of collective bargaining between Employer and the Union as the freely chosen representative of our employees.

Encourage the cooperative participation between the Employer and the Union in resolving workplace issues, adapt to changes in the economy, develop workforce skills and develop a workforce and a workplace that promotes productivity.

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 harassment, including sexual harassment, and the Employer shall take such actions as are necessary representing an employee engaging in 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) harassment or bullying of an individual or individuals including 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) **Procedure for Filing Complaints**
- The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment and bullying.
 - An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
 - If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.

- All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
- Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

1.05 Respectful Conduct in the Workplace

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

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

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;

- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.04(d) of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.06 Workplace Bullying

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

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

1.07 Inclusion

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

1.08 Support

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

to the workplace.

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of

either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

Article 7 - Grievance Procedure.

2.03 Union Check-off

- The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.
- The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.
- The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.
- The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year.

- The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.
- Twice every calendar year in February and August the Employer shall provide the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

2.04 New Employee Orientation

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

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

2.05 Shop Stewards

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

- (1) The Union and the Employer will agree to the number of Shop Stewards with consideration given to the number of employees. Where agreement cannot be reached, Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards for up to twenty-five (25) employees covered by this Agreement, with a maximum number of six (6) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of

pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee Member shall obtain the permission of his/her immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Bulletin Boards

The Employer shall provide space for one bulletin board for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

2.07 Notice of Union Representative Visits

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without the Manager or designator's permission.

2.08 Badges and Insignia

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any

- part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
 - (iii) To direct the employees, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
 - (iv) The selection of Excluded Management personnel shall be entirely a matter for the Employer's discretion.
 - (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

3.02 It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of the Employer.

3.03 This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

3.04 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.

However, it is also understood that current practice sees some bargaining unit work being performed by management. The Union

recognizes this and agrees to existing practices continuing and the Employer agrees there shall be no expansion of current practice regarding management performing bargaining unit work.

ARTICLE 4 - STRIKES, LOCKOUTS, LEGAL PICKET LINES

4.01 No Strikes or Lockouts

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the Employer lock-out bargaining unit employees.

4.02 Legal Picket Line

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code* of B.C. shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this Article shall be considered to be absent without pay.

4.03 Force Majeure/Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.01 Labour-Management Committee

A Labour-Management Committee shall be established, consisting of two (2) employees chosen according to the Union's practice and the Secretary-Business Manager of the Union or his/her designate and two (2) representatives of the Employer. The Union shall appoint one (1) alternate representative. On the written request of any of its member(s), the Labour Management

Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues, including workload relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

To assist with the discussion of any outstanding grievances and to comply with the intent of the Grievance Procedure and meet the timelines as outlined in article 7, a grievance meeting may be scheduled on the same day as the Labour Management Committee meeting.

Time spent in the grievance meeting shall be paid straight time wages.

5.02 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, he/she shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 6 – JOB DESCRIPTIONS

- Within ninety (90) days of ratification, the Employer shall draw up job descriptions for classifications listed in Appendix A. The Employer shall forward these descriptions to the Union and shall discuss these descriptions with the Union, at

its request, provided such discussion does not unreasonably delay the finalization of the job descriptions. The final content of these job descriptions is the exclusive jurisdiction of the Employer and shall not be subject to the grievance procedure. Job descriptions shall contain the job title, qualifications and wage level, a summary statement of duties, and date prepared.

- When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the new/changed job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within thirty (30) calendar days.
- Where the Union objects, it shall provide specific details of its objections which shall be limited to whether:
 - (a) the procedure whereby the job shall have been established has been followed;
 - (b) the job description accurately describes the types of duties, level of responsibilities and required qualifications of the job;
 - (c) the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity; and (d) any qualifications established for the job are relevant and reasonable.
- The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration.
- If an employee considers there has been a significant change to their job, to the extent that it changes their job classification, the employee may initiate a grievance. If the issue is not resolved it may be referred to expedited arbitration.

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.

7.03 Right to Have 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 a shop steward, providing that this

does not result in an undue delay of the appropriate action being taken.

7.04 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.

7.05 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.

7.06 All grievances except grievances detailed in Article 7.09 below shall proceed as follows:

Step 1

The employee shall take the difference to his/her manager_ or designate without his/her Steward or representative (at the employee's option) within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.

The respective parties will attempt to resolve the grievance at step 1.

Step 2

Failing settlement at Step 1, the employee or his/her Representative shall within twenty-one (21) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and meet with the Employer or designate and endeavor to settle the matter. The Employer shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.

Step 3

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

At this step of the grievance procedure, each party shall exchange copies of all relevant documentation to date. The findings or decisions of the Employer/Union shall be presented to the other party in writing within seven (7) days of the meeting.

If the grievance is not settled at this step, either party may refer the grievance to arbitration under either Article 7.07 or 7.08 within twenty eight (28) days of the receipt of the response at step 3.

The referring party will notify the other party of the selection of the arbitrator prior to assigning the grievance in writing to the arbitrator.

In the event of an Employer grievance, it shall proceed directly to Step 3.

7.07 Arbitration

(i) The following lists constitute the Arbitrators agreed to by the parties:

- (1) Vince Ready
- (2) Chris Sullivan
- (3) Judi Kobin
- (4) Joan Gordon
- (5) Irene Holden

(ii) The order in which arbitrators are contacted shall be as follows:

- a) the first name on the list; and thereafter
- b) commencing with the next name following the last Arbitrator chosen.

- c) the referring party will notify the other party of the selection of the Arbitrator prior to assigning the grievance in writing to the Arbitrator.
- (iii) a) The Arbitrator chosen shall be the first Arbitrator contacted who is able to meet and hear the grievance within sixty (60) days of the date of appointment.
b) The Arbitrator chosen for an expedited arbitration process shall be the first Arbitrator contacted who is able to meet and hear the grievance within thirty (30) days of the date of appointment.
- (iv) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions of this Agreement in any way.
- (v) The Arbitrator will base a decision on evidence submitted by the Union and by the Employer's representative, or their appointees.
- (vi) The Arbitrator's decision shall be final and binding on both parties.
- (vii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

7.08 Expedited Arbitration

1. Either party may refer an unresolved grievance to an expedited arbitration process within the time limits allowed at Step 3 of the grievance procedure. Arbitrators shall be chosen from the list of Arbitrators at Article 7.07 and must be able to comply with the terms of this Article.
2. Dates and locations for expedited arbitration hearings shall be by mutual agreement in a location central to the geographic area in which the dispute arose.
3. All presentations are to be brief and are to include a comprehensive opening statement. The parties agree to make

- limited use of authorities during their presentations.
4. Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
 5. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 6. The decision of the Arbitrator is to be completed and delivered to the parties within three (3) working days of the hearing.
 7. Any decision of an Arbitrator is to be limited in application to that particular dispute and is without prejudice. Expedited arbitration decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
 8. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 9. The parties shall equally share the costs of the fees and expenses of the Arbitrator.
 10. The Expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the provisions of Article 7.07.
 11. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

7.09 Dismissal, Suspension or Layoff

The following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the Employer in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the Employer's receipt of the Union's written grievance, officers of the Employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the mutually agreeable arbitrators.

7.10 Time Limits/Abandonment

The time limits may be altered by mutual consent of the parties. The consent must be given in writing and will not be unreasonably withheld.

In circumstances whereby the party who originated the grievance does not follow the grievance procedure within the prescribed time limits and an extension has not been granted, the grievance shall be deemed to have been abandoned without further recourse, except where extenuating circumstances exist. However the union shall not be deemed to have prejudiced its position on any future grievance.

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS

8.01 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 an average of thirty-seven point five (37.5) to forty (40) hours per week.

Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-seven point five (37.5) hours per week. 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.

Restriction of Employee Status

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

ARTICLE 9 – PROBATIONARY PERIOD

9.01 For all employees, the first five hundred and twenty (520) hours worked of continuous services with the Employer, an employee shall be a probationary employee. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

9.02 Rejection during Probation

A rejection during probation shall not be considered a dismissal for the purpose of Article 7.09. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance, including interpersonal relations.

ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE

10.01 Evaluation Reports

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

10.02 Personnel File

Upon one (1) weeks' notice, an employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to read, review the employee's personnel file, provided no documents are removed from the file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept. An employee may request a copy of a document in the employee's personal file subject to applicable Provincial privacy legislation and the Employer's administrative process.

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 11 - SENIORITY

11.01 Definition

Seniority means the total of straight time hours paid during an employee's continuous, unbroken service with the Employer from date of hire into the bargaining unit. All employees accumulate seniority on an hourly basis.

11.02 Twice every calendar year, in February and August, the Seniority list will be supplied by the Employer setting out the names of the employees and accumulated hours for the purposes of Seniority. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

11.03 Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employ of the Employer;
- (ii) is discharged by the Employer for cause;

- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence without providing the Employer with a bona fide reason which prevented the employee from returning to work;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave and without a bona fide reason which prevented the employee from attending at work;
- (vii) accepts a severance package.

ARTICLE 12 - JOB POSTINGS AND APPLICATIONS

12.01 Job Postings and Applications

- (a) When the Employer intends to permanently fill a new regular job or a regular vacancy in the bargaining unit, it shall post a notice at the facility for a minimum of seven (7) calendar days, before being filled. Information in the posting shall include the salary, a summary of the duties involved, the required qualifications, experience, ability, and the commencement date. The posting shall also include information on the current start and stop times area of work and normal days off for information purposes only.

The Employer retains the right to direct the workforce consistent with the Employer's operational requirements.

New jobs and permanent regular vacancies shall be filled in accordance with the criteria listed in the Promotions, Transfers and Layoff Article.

- (b) Temporary vacancies of forty five (45) days or longer duration shall be posted and filled under Section (a) above. As of January 1, 2019 the duration will be reduced to thirty (30) days.
- (c) The Employer shall also consider applications from those

employees, with the required seniority, qualifications, experience, and ability who are absent from their normal places of employment because of sick leave, annual vacation, Union leave, compassionate leave, or other leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to this Article.
- (e) Two (2) copies of all postings shall be sent to a person designated by the Union within the aforementioned seven (7) calendar days.
- (f) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (g) 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.

12.02 Temporary Vacancies Less Than 45 Days

Effective January 1, 2019, temporary vacancies will now be considered any job duration over 30 days rather than the previous 45 days.

- (a) Notwithstanding Article 12.01, 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 qualified casual employees, and regular part-time employees who have indicated in

writing their desire to work additional hours.

- (ii) Regular part-time employees may register for addition hours/casual work by notifying the Employer in writing of their desire to work additional hours/casual work.
- (iii) Where the regular schedule of a part-time employee conflicts with the additional hours/casual work, the employee shall be deemed to be unable to work, except that, where the assignment is longer than five (5) days the employee shall be relieved of her/his regular schedule at the option of the employee.
- (iv) If the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made.
- (v) Any vacancy created because of a part time employee accepting work under point (iii) above shall be filled from the casual list.

ARTICLE 13 – PROMOTIONS, TRANSFER AND DEMOTION

13.01 In the promotion, transfer or demotion of employees, efficiency, required qualifications and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

13.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and

increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section.

13.03 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.

ARTICLE 14 - LAYOFF, BUMPING, AND RECALL

14.01 Layoff

In the event it becomes necessary to lay-off employees, the Employer will lay-off in reverse order of Seniority within the bargaining unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

14.02 Bumping

In the event that an employee is laid off, the employee may either: accept the layoff, or exercise his/her seniority rights to displace a junior employee in a job classification which is equal to, or lower in, rate to his/her job classification, for which the employee has the required qualifications to perform the job.

14.03 Seniority Retention during Layoff

- (i) Seniority during lay-offs shall be retained for twelve (12) calendar months.
- (ii) A laid-off employee's seniority retention is reinstated upon

properly reporting to work pursuant to a recall notice.

14.04 Recall

Employees will be recalled in order of Seniority provided that the employee has the qualifications to perform the required job functions. The Employer will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Employer attempts but does not contact the employee by telephone, then the Employer will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep the Employer informed of his/her current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Employer, retain all seniority rights.

ARTICLE 15 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

15.01 In cases where an employee is required, during a scheduled shift, to relieve in a higher rated job, the employee shall receive the hourly rate of the higher rated job for any and all hours worked after 2 hours.

If the employee is required to relieve in a higher rated position for one or more full shifts, they shall receive the higher rate for any and all hours worked.

15.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no

reduction in wages because of such transfer.

ARTICLE 16 - CONTRACTING OUT

16.01 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.

16.02 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 17 - TECHNOLOGICAL CHANGE

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

17.02 The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

17.03 After notice has been given, the employer and the Union will meet in good faith and endeavor to develop an adjustment plan on which the change will be made and may include the following:

- i) consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provisions in the collective agreement;
- ii) human resource planning and employee counselling 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.

ARTICLE 18 - TRAINING

18.01 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.

18.02 It is understood that an employee will be trained to safely perform the assigned work. The training of employees shall be performed by management or lead heads.

18.03 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.

18.04 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.

18.05 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.

18.06 Orientation

- a. The employer shall solicit workers that are willing to volunteer to orient new employees and maintain a list of worker volunteers willing to provide orientation. When assigning for this purpose, the Employer shall first assign employees from this list.
- b. Orientation primarily involves job shadowing and familiarization to workplace routines and procedures.
- c. Impacts to workload shall be considered when making these assignments.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

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

19.02 Hours of Work

- (a) The hours of work for each regular employee covered by this Agreement, exclusive of meal times, shall be up to a maximum of forty (40) hours per week, eight (8) hours per day, exclusive of meal breaks. This clause does not constitute a guarantee of weekly hours of work.
- (b) Employees who are required to be on-call during a meal period shall have their meal period included within their scheduled shift.
- (c) Regular employees shall receive two (2) consecutive rest days off each work week excluding statutory holidays unless otherwise mutually agreed by the Parties; otherwise, overtime rates shall be paid in accordance with Article 20.
- (d) The work week for purposes of calculating overtime shall be from 12:01 a.m. on Sunday to and including midnight the following Saturday.
- (e) The Employer shall not schedule shifts of less than three (3) hours in duration.

19.03 Rest Periods

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

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

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

19.04 Meal Periods

All employees covered by this Collective Agreement working more than 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.

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:

- (1) One and one half times (1½ x) the employees 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 (1½ 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 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.

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, where applicable depending on operational requirements. The said fifteen (15) minute break shall be taken within one point five (1.5) hours of the commencement of overtime. If the overtime extends to beyond two and one half (2½) hours, the employee shall receive breaks in accordance with Article 19.03.

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

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

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

20.08 A regular part-time employee who is working less than the normal hours per day, or 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 at the rate of straight time for the hours so worked, up to and including the normal hours in the work day 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.

20.09 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 of forty cents (\$0.40) per kilometer from the employee's home to the worksite and return, plus parking costs, if any. Alternatively, the employer may arrange for transportation for the employee, at the employer's cost.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Statutory Holidays

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

New Year's Day	Canada Day	Christmas Day
Thanksgiving Day	Labour Day	Family Day
Remembrance Day	Good Friday	Victoria Day
BC Day		

(b) Statutory Holiday Qualification

To qualify for a statutory holiday, and for pay under (c) and (d) below, an employee must have been employed by the Employer for at least thirty (30) calendar days before the statutory holiday and casual employees must have worked or earned wages for fifteen (15) of the thirty (30) calendar

days preceding the statutory holiday.

(c) **Statutory Holiday Pay**

An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday will be paid an amount equal to at least an average day's pay determined by the formula:

amount paid ÷ days worked

where

amount paid: is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30) calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked: is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

The average day's pay provided above applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.

(d) **If an Employee is required to Work on Statutory Holiday**

An employee who works on a statutory holiday must be paid for that day:

- (i) One and one half (1½) times the employee's regular wage for the time worked, and
- (ii) an average day's pay, as determined using the formula in (b) above.

21.02 Other Religious or Cultural Observances

Employees who wish to take time off for cultural or religious holidays that are not recognized in Article 21.01 above may apply for an unpaid leave of absence under Article 29 – unpaid leave. All regular unpaid leave provisions will apply; however, where two weeks' notice is not given due to the unpredictable nature of the cultural or religious holiday, then as much notice as possible shall be provided.

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

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

21.05 Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WCB payments for the days in question.

21.06 All employees scheduled to work on any of the statutory holidays as listed in Article 21.01 shall not have their normal hours of work reduced.

ARTICLE 22 – VACATIONS

22.01 The vacation earning/accrual year shall be the employee's start date, to one year after start date (and then the same date each subsequent year), and the vacation year shall be January 1st to December 31st each year.

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

- a) Ten (10) working days per year commencing in the first (1st) year of employment, accrued at four percent (4%) of gross earnings.
- b) Twelve (12) working days per year commencing in the fifth (5th) year of employment, accrued at four point eight percent (4.8%) of gross earnings.
- c) Fifteen (15) working days per year commencing in the sixth (6th) year of employment, accrued at six percent (6%) of gross earnings).
- d) Seventeen (17) working days per year commencing in the tenth (10th) year of employment, accrued at six point eight percent (6.8%) of gross earnings.
- e) Twenty (20) working days per year commencing in the eleventh (11th) year of employment, accrued at eight percent (8%) of gross earnings.
- f) Twenty-five (25) working days per year commencing in the sixteenth (16th) year of employment, accrued at ten percent (10%) of gross earnings.

22.02 Vacation Entitlement upon Dismissal

Upon termination of employment, an employee shall be entitled to pay in lieu of vacation corresponding to years of continuous service as listed in Article 22.01.

22.03 Vacation Period (Scheduling of Vacation)

- (a) Regular employees will be required to submit their annual vacation requests on an approved form by February 15th each year. The Employer will respond in writing by March 31st and shall post the approved vacation schedule on the bulletin board. Any vacation requests submitted after February 15th will be dealt with in the order that they were received. The Employer will respond in writing within fourteen (14) days and revised schedules will be posted as necessary.
- (b) Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee

choices conflict, employees shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second choice vacation period, but only after all other "first choice" vacation periods have been approved. Seniority shall also prevail in further choices in the same manner.

- (c) Where an employee requests to cancel an approved vacation period, the vacation shall be rescheduled by mutual agreement, subject to operational requirements.

22.04 Vacation Accumulative Year to Year

Vacation is continually accrued and an employee can apply for and take any accrued vacation at any time. Employees who fail to schedule accrued vacation by the end of the year it was to be taken, shall have their remaining unused vacation carried over to the next vacation year. Vacation entitlement will not be paid out.

22.05 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.

22.06 Vacation Credits upon Death

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

ARTICLE 23 - BEREAVEMENT LEAVE

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

law, grandparent, grandchild, legal guardian or legal ward.

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

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

An additional two (2) consecutive days without pay shall be granted, subject to operational requirements, to employees who are required to travel 300 kilometers or more (one way) in order to attend the funeral.

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

23.03 At the request of an employee and subject to the Employer's operational needs, the Employer may extend the bereavement leave or may provide an unpaid compassionate leave where the grounds for same are bona fide and verifiable.

ARTICLE 24 – MATERNITY, PARENTAL AND ADOPTION LEAVE

24.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at

least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (f) Upon return to work, the employee shall return to his/her former position without loss of any entitlements providing a position still exists. If the position no longer exists, the employee will exercise bumping rights as per Article 14.02.

24.02 Parental Leave

Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 24.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 51(2) of the *Employment Standards Act*.

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

Where both parents are employees of the employer, the employees shall determine the apportionment of the total parental or adoption leave between them. In such case the employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

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

Leave taken under this clause shall commence:

In the case of the mother, immediately following the conclusion of leave taken pursuant to Article 24.01 or following the adoption;

In the case of the other parent, following the adoption or the birth of the child and concluding within the fifty two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse. Such leave request must be supported by appropriate documentation.

24.03 Seniority and continuous service will continue to accumulate during the full period of maternity, parental and adoption leaves. The Employer shall maintain its normal share of the premium costs for the employee's Health Care Plans for the full period of the maternity, parental and/or adoption leave under this section, provided the employee pays his/her share for the time of the maternity, parental and adoption leave.

24.04 Upon returning to work from maternity, parental or adoption leave under this Article, the employee shall continue in his/her former position, without loss of perquisites. If the position no longer exists, the employee will exercise bumping rights as per Article 14.02.

24.05 Family Responsibility Leave

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

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

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

Any Family Responsibility Leave taken under this article will not be counted towards accumulation of the 20 unpaid leave days in Article 29 (c) – Unpaid Leave affecting Seniority and Benefits.

24.06 Compassionate Care Leave

Employees shall be entitled to Compassionate Care Leave benefits as outlined in Section 52.1 of the *Employment Standards Act*.

ARTICLE 25 - SICK LEAVE, WORKSAFEBC, RETURN TO WORK

25.01 Regular full-time and regular part-time employees regularly scheduled an average of 25 hours or more shall be granted three (3) days sick leave on January 1st and three (3) days sick leave on July 1st each year.

Regular part-time employees working less than 25 hours shall be entitled to prorated sick leave of three (3) days, granted on January 1 each year.

Fifty percent (50%) of unused sick leave (from the previous year), to a maximum of 2 days, shall be paid out to employees during the month of March (effective December 31, 2019).

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

25.03 Sick leave shall be computed on the basis of scheduled hours and all claims shall be paid on this basis. Sick leave deductions shall be in accordance to actual time off.

25.04 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.

25.05 Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

25.06

- a) 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.
- (b) Employees on leave as per (a) above shall be considered as being on unpaid leave in accordance with Article 29 (c), except that seniority shall continue to accrue based on an employee's regular scheduled hours.

25.07 The employee shall report or arrange to have reported to the Employer prior to the commencement of his/her shift the injury or illness which requires his/her absence from work.

25.09 WorkSafeBC Benefits

- (a) Employees shall receive directly from the WorkSafeBC any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WorkSafeBC 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, the Health Care Plan will continue to apply to employees who are entitled to receive WorkSafeBC wage loss benefits.

- (c) The provisions of (b) shall also continue to apply to employees who are receiving WorkSafeBC 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 WorkSafeBC 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 except that seniority shall continue to accrue based on regular hours.

25.10 Transportation for Accident Victim

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

25.11 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.

25.12 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.

- (d) Employees are required to meet with the Employer to explore an appropriate return to work program. The Employer shall advise the employee of their right of Union representation if they desire as long as this does not result in an unreasonable delay of the program. The details of the return to work program will be confirmed in writing to the employee and the Union.

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.

25.13 Workload

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

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

An employee who believes any workload situation is excessive shall discuss the problem with the immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by referring the issue to the Labour-Management Committee for review and recommendations.

ARTICLE 26 - EDUCATIONAL LEAVE

26.01

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.

26.02 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 27 - 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 to a maximum of ten (10) days, 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 28 - UNPAID LEAVE - UNION BUSINESS

28.01 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:

- (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 worksite;
 - (3) for employees who are representatives of the Union on a Bargaining Committee;
 - (4) members of the Union's Provincial Executive will be granted leave to attend regular provincial executive meetings.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates 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 (c) above. The employer agrees to respond to the leave request within seven (7) calendar days and that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 29 - UNPAID LEAVE OF ABSENCE - GENERAL AND PUBLIC OFFICE

a) **General**

An employee may request an unpaid leave of absence, which shall be in writing with a minimum of fourteen calendar days in advance. The granting of such requests by the Employer shall be subject to the proper operation of the business. Such requests will not be unreasonably denied.

b) **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:

- i) 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.
- ii) Employees elected to public office shall be granted

unpaid leave of absence for a period up to five (5) years.

c) Unpaid Leave Affecting Seniority and Benefits

An employee granted unpaid leave of absence shall continue to accumulate continuous service with the employer.

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

If an unpaid leave of absence or an accumulation of unpaid leave of absence's exceeds twenty (20) working days in any year, the employee shall not accumulate seniority or benefits from the 21st day of unpaid leave of absence to the last day of unpaid leave. Seniority will begin to accumulate upon the employees return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

Employees may pay the health benefit premium and retain those benefits while on unpaid leave of absence longer than twenty (20) working days.

ARTICLE 30 - BENEFIT PLANS

30.01 Regular employees who have completed the probationary period and are continually scheduled to work an average of twenty five (25) or more hours per week are eligible for benefit coverage in accordance with the chart below.

After twelve (12) months of service, part time and casual employees who work twenty five (25) or more hours per week for thirteen (13) consecutive weeks become eligible for benefits as long as they continue to work twenty five (25) or more hours per week. (Employees who have already completed these time requirements will become eligible upon ratification).

Compass Group Canada Ltd. carrying on business as Marquise Hospitality (Elim Village) / Hospital Employees' Union
January 1, 2018 – December 31, 2021

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve (12) month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the Master Contract held with the benefits provider.

It is understood that the Employer is not itself obligated to provide benefits, other than paid sick days, pursuant to this agreement, but, with employees, to pay a portion of the premium for same pursuant to the chart below to a benefit provider. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the parties are bound by its terms.

BC Medical Plan	60% of the premium paid by the Employer
Life and AD&D Insurance	2x Annual Earnings 100% Employer paid
Dental Plan	Basic Prevention Coverage Level 1 and 2(annual maximum \$1,000.00 combined) 90% reimbursement (70%) Employer paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage No yearly maximum 80% reimbursement (70%) Employer paid
Eye Exams	\$75.00 – every 24 months \$75.00 – every 12 months for children
<u>Vision Care</u>	<u>\$140 per employee every 24 months</u>

30.02 Health and Welfare Benefits Plan Information and Administration

(a) The Employer shall provide copies of the benefit booklet and

administration procedures related to the health and welfare plans to the Union upon request.

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

ARTICLE 31 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK

31.01 Vaccination, Inoculation and Suitability

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work; with specific client groups. 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 or inoculation or other immunization, it shall be at the Employer's expense. The Employer shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

31.02 Criminal Records Checks

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

ARTICLE 32 - WORK CLOTHING AND EMPLOYER PROPERTY

32.01 Protective Clothing and Equipment

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.

The Employer will ensure adequate supplies are provided to employees to complete assigned work. Any shortage of supplies, protective clothing, or equipment shall be immediately reported to the supervisor.

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

32.02 Uniforms

Uniforms are to be supplied by the Employer and employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage. In addition, employees shall receive twenty-five cents (\$0.25) per shift (effective October 1, 2017) worked for the laundering of their uniforms. Employees are expected to wear a clean, presentable uniform while at work.

ARTICLE 33 - 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.

ARTICLE 34 – REGISTERED RETIREMENT SAVINGS PLAN

All employees who are enrolled in the benefits plan under Article

30 shall have the option of enrolling in the Employer's existing Compass Group Canada Group RRSP Plan. There shall be no Employer contributions to the plan and participation shall be bound by the terms and administrative rules of the plan.

Employee contributions shall be through payroll deduction. The Employer will administer the Plan.

Employees may opt in or out of the plan, or increase or decrease their contribution levels, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.

The Employer will ensure that all new eligible employees are informed of the option to enroll in the Plan.

ARTICLE 35 – MORE FAVOURABLE RATE

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

ARTICLE 36 – PAY DAYS

Employees shall be paid by direct deposit biweekly 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) Where significant payroll error is identified, the employer will provide a manual cheque as soon as reasonably possible.

ARTICLE 37 - AGREEMENT TERMS

37.01 The term of this Agreement shall commence on January 1, 2018 and from year to year thereafter, and shall expire at midnight December 31, 2021. Either Party to this Agreement may, within

four (4) months immediately preceding the date of the expiry of this Agreement by written notice, require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the Union goes on strike, or
- (ii) the Employer locks out its employees.

The Parties confirm that, by this Agreement, they are excluding the operation of subsections 50(2) and (3) of the British Columbia *Labour Relations Code*.

37.02 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 38 – WAGE SCHEDULES AND RETROACTIVE PAY

38.01 Wages

Wages shall be in accordance with Appendix A.

ARTICLE 39 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

39.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion

of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Joint Committee shall be governed in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Joint 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 individual(s) who are neither members of the Bargaining Unit or Management provided such is done by mutual agreement.

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

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

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

39.05 Training and Orientation

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

these purposes.

39.06 Working Alone or in Isolation

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

39.07 Reporting Unsafe Conditions and Refusal of Unsafe Work

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

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

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

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

CASUAL CALL-IN PROCEDURES

1. Casual/relief employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification (as per Article 6) in respects of such employee meets the requirements of the classification.
2. Casual/relief employees shall accumulate seniority on the basis of the number of hours paid. The casual/relief employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.
3. The manner in which casual/relief employees shall be called to work shall be as follows:
 - (a) The Employer shall maintain both:
 - (i) A master casual/relief seniority list which shall include all casual/relief employees employed by the Employer listed in descending order of their seniority; and
 - (ii) A classification registry for each job classification in which casual relief employees may be used. Each classification registry shall list those casual/relief employees who have been qualified to work in that job classification in descending order of hours worked.
 - (b) The Employer shall call those casual/relief employees who are registered in the classification applicable to the work required to be performed. Each casual/relief employee must provide the Employer with a telephone number where the employee can be reached. The Employer shall commence the call-in process by calling the most senior employee in the applicable classification registry at the telephone number provided by the casual/relief employee. If the employee does not

answer the call or declines the work assignment, the Employer shall call the next most senior employee in the classification registry. In the event that voicemail or an answering machine is reached, the Employer shall leave a message including the date and time of the call.

- (c) All calls made by the Employer pursuant to Paragraph (b) shall be recorded in a log book maintained for that purpose. The log will show the name of the casual/relief employee called, the date and time that the call was made, the job required to be performed and its time and date, whether the employee accepts or declines the work or fails to respond to the call, and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies of any of its pages.
- (d) A casual/relief employee who accepts a work assignment shall be deemed to have the same obligation to fulfill the work assignment as a regular employee.

- 4. The master casual employee seniority list and each classification registry shall be revised and updated every four months as of the last date of the payroll period immediately prior to January 1, May 1 and September 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

Within two (2) weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy of:

- (a) the master casual seniority list; and
 - (b) each classification registry maintained by the facility.
5. As casuals are not scheduled, they are not eligible to request and receive vacation time. Casuals do, however, receive vacation pay, appropriate to their years of service (Article 22.01), paid out on a bi-weekly basis.

APPENDIX A – WAGE SCHEDULE

Position	Jan 1, 2018	Oct 1, 2018	Oct 1, 2019	Oct 1, 2020	Oct 1, 2021
	\$0.30 G.W.I.	\$0.30 G.W.I.	\$0.40 G.W.I.	\$0.45 G.W.I.	\$0.45 G.W.I.
Housekeeper/Laundry	\$ 15.30	\$ 15.60	\$ 16.00	\$ 16.45	\$ 16.90
Food Service Worker	\$ 15.30	\$ 15.60	\$ 16.00	\$ 16.45	\$ 16.90
Early Cook/ Cooks Helper	\$ 17.45	\$ 17.75	\$ 18.15	\$ 18.60	\$ 19.05
Late Cook	\$ 19.86	\$ 20.16	\$ 20.56	\$ 21.01	\$ 21.46

New Employees shall be paid one dollar and twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 9.01.

LETTER OF UNDERSTANDING #1

BETWEEN

**COMPASS GROUP CANADA
carrying on business as
MARQUISE HOSPITALITY
(ELIM VILLAGE)
(Hereinafter referred to as the "Employer")**

AND

**HOSPITAL EMPLOYEES' UNION
(Hereinafter referred to as the "Union")**

Re: Printing of the Collective Agreement – Article 33

The Parties agree to print the Collective Agreement on 8½ by 11 paper, in order to save on the cost of printing for this term.

**SIGNED ON BEHALF OF
THE UNION:**




Janine Brooker
HEU Negotiator


**SIGNED ON BEHALF OF
THE EMPLOYER:**



Altaf Mascati
Senior Manager, Labour
Relations



Date



Date

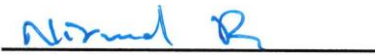
**SIGNED ON BEHALF OF
THE UNION:**



Maire Kirwan
Private Sector Coordinator



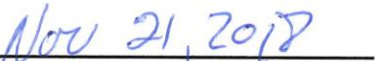
Janine Brooker
HEU Negotiator



Nirmal Randhawa
Bargaining Team



Sukhjit (Sukhi) Randhawa
Bargaining Team
SUKHWINDER



Date

**SIGNED ON BEHALF OF
THE EMPLOYER:**



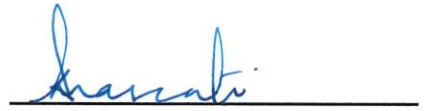
Allan Turner
Regional Director of Operations



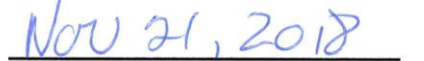
Osman Ismail
Regional Vice President



David Seymour
Vice President, Labour
Relations



Altaf Mascati
Senior Manager, Labour
Relations



Date