

**COLLECTIVE AGREEMENT**

**BETWEEN**



**HOSPITAL EMPLOYEES' UNION**

**AND**

**SODEXO CANADA LTD.  
JACKMAN MANOR**

**May 27, 2021 to May 26, 2023**

**JACKMAN MANOR**

27477 28 Avenue  
Aldergrove, B.C. V4W 3L9

Phone: (604) 856-4161

Fax: (604) 856-2562

**HOSPITAL EMPLOYEES' UNION**

**Provincial Office**

5000 North Fraser Way  
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000

Toll-Free: 1-800-663-5813

Fax: (604) 739-1510

<b>ARTICLE 1 - PURPOSE OF AGREEMENT .....</b>	<b>1</b>
1.02 HUMAN RIGHTS CODE .....	1
1.03 NO DISCRIMINATION FOR UNION ACTIVITY .....	1
1.04 PERSONAL AND SEXUAL HARASSMENT .....	1
1.05 PRINCIPLE OF FAIR TREATMENT .....	3
1.06 SHARED RESPONSIBILITY .....	3
1.07 POLICY .....	3
1.08 ATTEMPT TO RESOLVE .....	3
<b>ARTICLE 2 - RECOGNITION OF THE UNION .....</b>	<b>4</b>
2.01 RECOGNITION.....	4
2.02 DUES AND ASSESSMENTS.....	4
2.03 INFORMATION AND DUES REMITTED TO THE UNION .....	5
2.04 NEW EMPLOYEES .....	6
2.05 INCOME TAX RECEIPTS .....	6
2.06 UNION BULLETIN BOARDS AND FILING CABINET .....	6
2.07 MAINTENANCE OF UNION MEMBERSHIP .....	6
2.08 INDEMNIFICATION .....	7
2.09 EXCEPTION TO GRIEVANCE PROCEDURES .....	7
2.10 SHOP STEWARDS .....	7
2.11 UNION REPRESENTATIVE VISITS .....	7
2.12 BADGES AND INSIGNIA .....	7
<b>ARTICLE 3 - DEFINITIONS .....</b>	<b>8</b>
<b>ARTICLE 4 - EMPLOYER RIGHTS.....</b>	<b>8</b>
4.02 MANAGERS EXCLUDED FROM BARGAINING UNIT WORK.....	8
4.03 VOLUNTEERS.....	8
<b>ARTICLE 5 - STRIKES AND LOCKOUTS .....</b>	<b>9</b>
5.01 NO STRIKE OR LOCKOUT .....	9
<b>ARTICLE 6 - UNION/MANAGEMENT COMMITTEE .....</b>	<b>9</b>
6.01 EMPLOYER COMMITTEE.....	9
6.02 UNION COMMITTEE.....	9
6.03 UNION/MANAGEMENT COMMITTEE MEETINGS .....	10
<b>ARTICLE 7 - GRIEVANCE PROCEDURE .....</b>	<b>10</b>
7.01 GRIEVANCE INVESTIGATIONS .....	10
7.02 GRIEVANCE PROCEDURE.....	11
7.03 TIME LIMITS .....	12
7.04 TECHNICAL OBJECTIONS TO GRIEVANCES .....	13
7.05 INDUSTRY TROUBLESHOOTER.....	13

**Table of Contents****Page Number**

7.06	EXPEDITED ARBITRATIONS.....	13
7.07	RIGHT TO HAVE A STEWARD PRESENT .....	15
7.08	PAST DISCIPLINE OR WARNING .....	15
7.09	DISMISSAL/SUSPENSION FOR ALLEGED CAUSE .....	15
<b>ARTICLE 8 - ARBITRATION.....</b>		<b>15</b>
8.01	COMPOSITION OF BOARD .....	15
8.02	AUTHORITY OF ARBITRATION BOARD .....	16
8.03	REINSTATEMENT OF EMPLOYEES .....	16
8.04	EXPENSES OF ARBITRATION BOARD.....	17
<b>ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS .....</b>		<b>17</b>
<b>ARTICLE 10 - PROBATIONARY PERIOD .....</b>		<b>17</b>
10.03	REJECTION DURING PROBATION.....	18
<b>ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILE .....</b>		<b>18</b>
11.01	EVALUATION REPORTS .....	18
11.02	PERSONNEL FILE .....	19
<b>ARTICLE 12 - SENIORITY .....</b>		<b>19</b>
12.01	PROMOTION, TRANSFER AND TEMPORARY VACANCIES.....	19
12.02	ASSESSMENT PERIOD .....	20
12.03	TEMPORARY PROMOTION, TRANSFER, DEMOTION, REASSIGNMENT .....	20
12.04	SENIORITY HOURS.....	21
12.05	LOSS OF SENIORITY.....	21
12.06	BRIDGING OF SERVICE .....	21
<b>ARTICLE 13 - JOB POSTINGS AND APPLICATIONS .....</b>		<b>22</b>
13.01	JOB POSTINGS AND APPLICATIONS.....	22
13.02	INFORMATION ON POSTINGS .....	22
13.05	TEMPORARY VACANCIES LESS THAN 45 DAYS .....	23
13.06	TRANSFERS BETWEEN SODEXO HEU WORKSITES .....	24
<b>ARTICLE 14 - JOB DESCRIPTIONS .....</b>		<b>25</b>
<b>ARTICLE 15 - CONTRACTING OUT.....</b>		<b>26</b>
15.01	LAYOFF OF EMPLOYEES.....	26
15.02	EXCEPTIONS .....	26
<b>ARTICLE 16 - TECHNOLOGICAL CHANGE AND/OR LOSS OF WORK.....</b>		<b>27</b>
16.01	CONSULTATION .....	27
16.04	LAYOFF/REDUCTION OR INCREASE IN HOURS – TWO (2) WEEKS OR LESS.....	28
16.05	LAYOFF/REDUCTION OR INCREASE IN HOURS – GREATER THAN TWO (2) WEEKS.....	28
16.06	RECALL RIGHTS.....	29

**Table of Contents****Page Number**

16.07	BUMPING – GENERAL .....	29
16.08	ADDITIONAL POSTINGS OPTIONS.....	29
16.10	GROUP TERMINATIONS .....	30
<b>ARTICLE 17 - TRAINING .....</b>		<b>30</b>
17.01	PURPOSE OF TRAINING.....	30
17.03	PAID TRAINING.....	31
17.05	PARTIAL PAID AND UNPAID TRAINING .....	31
17.06	REGIONAL UNION/MANAGEMENT COMMITTEE .....	32
17.07	REQUIRED CERTIFICATES.....	32
<b>ARTICLE 18 - SCHEDULING PROVISIONS .....</b>		<b>32</b>
<b>ARTICLE 19 - HOURS OF WORK .....</b>		<b>33</b>
19.01	CONTINUOUS OPERATION.....	33
19.02	HOURS OF WORK.....	33
19.03	REST AND MEAL PERIODS .....	33
<b>ARTICLE 20 - OVERTIME .....</b>		<b>34</b>
<b>ARTICLE 21 - CALL-BACK TO WORK .....</b>		<b>36</b>
<b>ARTICLE 22 - REPORTING PAY .....</b>		<b>36</b>
22.01	GUARANTEED MINIMUM HOURS .....	36
22.02	WEATHER CONDITIONS EXCEPTED.....	36
<b>ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS .....</b>		<b>37</b>
<b>ARTICLE 24 - TRANSPORTATION ALLOWANCE .....</b>		<b>37</b>
<b>ARTICLE 25 - STATUTORY HOLIDAYS .....</b>		<b>37</b>
25.01	STATUTORY HOLIDAYS.....	37
25.02	OTHER RELIGIOUS OBSERVANCES.....	38
<b>ARTICLE 26 - VACATIONS ENTITLEMENT .....</b>		<b>39</b>
26.01	ANNUAL VACATION ENTITLEMENT.....	39
26.02	VACATION PERIOD .....	40
26.03	SPLITTING OF VACATION PERIODS .....	40
26.04	VACATION PAY .....	41
26.05	VACATION CARRY OVER .....	42
26.06	VACATION ENTITLEMENT UPON DISMISSAL .....	42
26.07	REINSTATEMENT OF VACATION DAYS – SICK LEAVE.....	42
26.08	VACATION CREDITS UPON DEATH .....	42
26.10	CASUAL VACATION PAY .....	42
<b>ARTICLE 27 - BEREAVEMENT LEAVE .....</b>		<b>43</b>

<b>ARTICLE 28 - SICK LEAVE, W.C.B, RETURN TO WORK.....</b>	<b>43</b>
28.07    WORKERS' COMPENSATION BENEFITS.....	44
28.08    TRANSPORTATION FOR ACCIDENT VICTIM .....	45
28.09    DAY OF INJURY .....	45
28.10    RETURN TO WORK PROGRAMS.....	45
28.11    WORKLOAD .....	46
<b>ARTICLE 29 - EDUCATIONAL LEAVE .....</b>	<b>47</b>
<b>ARTICLE 30 - JURY DUTY .....</b>	<b>48</b>
<b>ARTICLE 31 - LEAVE - UNPAID .....</b>	<b>48</b>
31.01    UNPAID LEAVE.....	48
31.02    UNPAID LEAVE - AFTER TWO YEARS .....	48
31.03    UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS .....	49
31.04    UNPAID LEAVE - UNION BUSINESS.....	49
31.05    UNPAID LEAVE - PUBLIC OFFICE.....	51
31.06    UNPAID LEAVE IN CONJUNCTION WITH VACATION .....	51
<b>ARTICLE 32 - MATERNITY AND PARENTAL LEAVE.....</b>	<b>51</b>
32.01    MATERNITY LEAVE .....	51
22.02    PARENTAL LEAVE .....	53
<b>ARTICLE 33 - FAMILY RESPONSIBILITY LEAVE .....</b>	<b>54</b>
<b>ARTICLE 34 - HEALTH CARE PLANS .....</b>	<b>54</b>
34.01    COMMENCEMENT OF COVERAGE .....	54
34.02    BENEFIT COVERAGE AND PREMIUM COSTS FOR HEALTH BENEFIT PLANS .....	55
34.05    EXTENDED HEALTH BENEFITS.....	55
34.06    DENTAL PLAN.....	56
<b>ARTICLE 35 - LIFE INSURANCE .....</b>	<b>56</b>
<b>ARTICLE 36 - WORK CLOTHING AND EMPLOYER PROPERTY.....</b>	<b>56</b>
36.01    UNIFORMS.....	56
36.03    PROTECTIVE CLOTHING AND EQUIPMENT.....	57
<b>ARTICLE 37 - MORE FAVOURABLE RATES.....</b>	<b>58</b>
<b>ARTICLE 38 - PAY DAYS .....</b>	<b>58</b>
38.02    RECONCILING DEFICIENT PAY .....	58
<b>ARTICLE 39 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK .....</b>	<b>58</b>
39.01    VACCINATION AND INOCULATION .....	58
39.03    CRIMINAL RECORD CHECK.....	59

---

**ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION ..... 59**

40.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE ..... 59

40.04 TRAINING AND ORIENTATION ..... 60

40.05 JOINT HEALTH AND SAFETY COMMITTEE ..... 61

40.06 INVESTIGATION OF ACCIDENTS ..... 61

40.07 RIGHT TO REFUSE WORK ..... 62

**ARTICLE 41 - PRINTING OF THE AGREEMENT ..... 62**

**ARTICLE 42 - VARIATIONS ..... 62**

**ARTICLE 43 - FUTURE LEGISLATION ..... 62**

**ARTICLE 44 - TERM OF THE AGREEMENT ..... 63**

44.02 NOTICE TO BARGAIN ..... 63

**ARTICLE 45 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA, SHIFT PREMIUM ..... 63**

45.03 WAGE SCHEDULE ..... 63

**ARTICLE 46 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE ..... 64**

**MEMORANDUM OF AGREEMENT #1 ..... 67**

RE: RATES OF PAY ..... 67

**MEMORANDUM OF AGREEMENT # 2 ..... 69**

RE: ELECTRONIC CALL-IN ..... 69

**APPENDIX A ..... 70**

STATUTORY PAY CALCULATION EXAMPLES ..... 70

**APPENDIX B ..... 73**

SUMMARY OF HEALTH CARE PLAN ..... 73

## **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.

The parties are committed to promoting a safe and respectful work environment.

### **1.02 Human Rights Code**

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

### **1.03 No Discrimination for Union Activity**

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

### **1.04 Personal and Sexual Harassment**

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

(b) Harassment means any objectionable conduct or display by a person(s) that is directed at an Employee and is disrespectful behaviour or misuse of power such as intimidation, threats, coercion, belittling or favouritism. It may be a single incident or a series of incidents. Personal harassment is:

(1) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race,



sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.

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

(3) Examples of harassment are:

- i) verbal abuse or threats;
- ii) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- iii) displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- iv) practical jokes which cause awkwardness or embarrassment;
- v) unwelcome invitations or requests, whether indirect, explicit or intimidating;
- vi) leering or other gestures;
- vii) unnecessary physical contact such as touching, patting, pinching or punching;
- viii) physical assault; and
- ix) bullying.

(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.

### **1.05 Principle of Fair Treatment**

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

### **1.06 Shared Responsibility**

The Employer and the Union acknowledge a shared responsibility to:

- 1) prevent harassment;
- 2) promote a safe, abuse-free working environment;
- 3) uphold the philosophy of zero tolerance of harassment;
- 4) cooperate in identifying situations, reporting promptly, and disclosing information in order to facilitate investigations.

### **1.07 Policy**

The Employer shall ensure a policy is maintained in accordance with this Article to address the issue of workplace harassment.

### **1.08 Attempt To Resolve**

- 1) If an Employee believes that they have been discriminated against or harassed, an Employee should tell the alleged harasser to stop.
- 2) If the behavior does not stop at this point, or if the Employee does not feel able to approach the alleged harasser directly, then the Employee or the Union should file a formal complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- 3) Upon receipt of any verbal or written formal complaint, the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Employer must maintain written notes of their actions.

- 4) An employee allegedly being harassed by another employee, a supervisor or a contractor engaged by the Employer may register the complaint in writing to the District Manager, or designate, either directly or through the Union. The District Manager or designate, shall deal with the complaint with all possible confidentiality and discretion.

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

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

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

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

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

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

### **2.01 Recognition**

Sodexo Canada Ltd. recognizes the Union as the exclusive bargaining agent for all employees of Sodexo Canada Ltd. certified by the Union (as set out in Appendix "A") in retail and patient food services operated by Sodexo Canada Ltd. within the Jackman Manor Care Home.

### **2.02 Dues and Assessments**

- (a) The Employer shall deduct from the wages of each employee

in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the union. At the time of hire each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.

- (b) The Employer shall deduct from each employee covered by this Collective Agreement, all union dues, assessments and initiation fees levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union's provincial office.
- (c) Deduction shall be made each pay period.
- (d) The Union shall advise the Employer, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer by the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

### **2.03 Information and Dues Remitted to the Union**

- (a) Union dues so deducted shall be remitted to the Union's Provincial Office no later than the 15<sup>th</sup> day of the month for the previous month's deductions. The Employer shall also provide the Union with a list of names of those employees from whose wages such deductions were made together with the amounts deducted from each employee and each employee's Social Insurance Number. The list will also include names of employees who have been hired and who have terminated from each worksite for the previous month. The parties will maintain the current practice for transmission of this information until such time as the Employer has the ability to provide this information in an electronic format.
- (b) Twice every calendar year, in April and October, the Employer shall provide to the Secretary Business Manager or his/her designate of the Union, a list of all employees at each worksite, their job titles, employee status, current seniority, telephone numbers and addresses known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed

upon fashion such as Microsoft Excel, to memberupdates@heu.org.

## **2.04 New Employees**

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

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

## **2.05 Income Tax Receipts**

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

## **2.06 Union Bulletin Boards and Filing Cabinet**

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

The Company will provide, wherever reasonably possible, an on-site locking file cabinet for the sole use of the Union. It is understood the cabinet may be one level. The location of the filing cabinet will be mutually agreed to by the Employer and the Union.

## **2.07 Maintenance of Union Membership**

(a) All employees in the bargaining unit who are members of the Union shall maintain membership in the Union as a condition of employment.

(b) The maintenance of membership will be subject to the applicable Labour Legislation.

## **2.08 Indemnification**

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

## **2.09 Exception to Grievance Procedures**

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

- Grievance Procedure

## **2.10 Shop Stewards**

- (a) The Union will have two (2) Shop Stewards per worksite for up to twenty-five (25) employees covered by this Agreement, with a maximum number of six (6) Shop Stewards per worksite.
- (b) The Employer will be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.

## **2.11 Union Representative Visits**

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

## **2.12 Badges and Insignia**

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

## **ARTICLE 3 - DEFINITIONS**

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

## **ARTICLE 4 - EMPLOYER RIGHTS**

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

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

### **4.02 Managers Excluded from Bargaining Unit Work**

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

### **4.03 Volunteers**

It is agreed that volunteers have a role in health care and are an

important link to the community being served by Sodexo's clients. It is further agreed that the use of volunteers will not result in the lay-off of employees in the bargaining unit; nor will volunteers be used to fill established positions within the bargaining unit.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

### **5.01 No Strike or Lockout**

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

## **ARTICLE 6 - UNION/MANAGEMENT COMMITTEE**

### **6.01 Employer Committee**

The Employer shall designate five (5) individuals to represent the Employer for labour relations purposes of whom one person shall be designated as chairperson. At all times the Employer shall keep the Union informed of the names of its designates. The Employer may designate additional committee members on an as-needed basis, provided such designation is done by mutual agreement of the parties.

### **6.02 Union Committee**

The Union shall appoint and maintain a Committee comprising one (1) person from each of the three regions plus two (2) persons generally who are employees of the Employer, and/or the Secretary Business Manager or his/her designate, which shall be known as the Union Committee. At all times the Union shall keep the Employer informed of the individual membership of the Committee. The Union may designate additional committee members on an as-needed basis, provided such designation is done by mutual agreement of the parties.



### **6.03 Union/Management Committee Meetings**

- (a) The Union Committee and the Secretary Business Manager of the Union or his/her designate, shall, as occasion warrants, meet with the Employer for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s) concerned including issues of workload. Such meetings may discuss other issues relating to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:
- (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) Correcting conditions causing misunderstandings;
  - (3) Dealing with matters referred to in this Agreement;
  - (4) Planning, training and skills upgrading for those employees affected by technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.
  - (5) Consider employee input for improvement in quality of services and operational efficiencies.
- (b) Grievances of a general policy nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 7.02 no later than thirty (30) days of the Union becoming aware of the issue.
- (c) All Union/Management Committee meetings shall be held as promptly as possible on request by either party.
- (d) The time spent by members of the Union Committee in the course of their employment shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Grievance Investigations**

A shop steward or Union committee member shall obtain the permission of his/her immediate supervisor prior to leaving their

work duties to undertake their Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. Paid leave will be granted for:

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

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

## **7.02 Grievance Procedure**

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

- (a) A difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

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

### **STEP ONE:**

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

**STEP TWO:**

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

**STEP THREE:**

Then within ten (10) calendar days of receiving the Step Two response, the Union Committee or its delegate, shall notify the Company in writing that the grievance will proceed to Step Three. The Company and Union will meet within twenty-one (21) calendar days of referral of the grievance to Step Three to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Articles 7 or 8 within twenty-one (21) calendar days of the presentation of this decision.

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

**7.03 Time limits**

If the Union does not present a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

#### **7.04 Technical Objections to Grievances**

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

#### **7.05 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Jean Greatbatch, Irene Holden, Vince Ready, Corrine Bell or a substitute agreed to by the parties, shall by the mutual agreement of the parties:

- (a) Investigate the difference
- (b) Define the issue in the difference, and
- (c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

The parties shall jointly bear the cost of the troubleshooter.

#### **7.06 Expedited Arbitrations**

- (1) Grievances for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.

- Expedited arbitration dates shall be mutually agreed to by the parties.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
  - (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
  - (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
  - (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
  - (6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
  - (7) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
  - (8) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
  - (9) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
  - (10) The parties shall equally share the costs of the fees and expenses of the arbitrator.
  - (11) The expedited arbitrators, who shall act as sole arbitrators, shall be V.L. Ready; Irene Holden; Corrine Bell; and Elaine Doyle.
  - (12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
  - (13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

### **7.07 Right to Have a Steward Present**

The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact his/her shop steward, providing that this does not result in an undue delay of the appropriate action being taken. If an employee elects Union representation, then the meeting will not proceed until such representation is available, providing that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours.

### **7.08 Past Discipline or Warning**

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

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

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

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

## **ARTICLE 8 - ARBITRATION**

### **8.01 Composition of Board**

Should the parties fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union,

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

**List of Arbitrators:**

- Irene Holden
- Vincent L. Ready
- Corrine Bell
- Elaine Doyle

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

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

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

**8.02 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

**8.03 Reinstatement of Employees**

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

in consideration of all the circumstances.

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

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

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

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

#### **Regular Full-Time Employees:**

A regular full-time employee is one who is regularly scheduled to work at least thirty-seven-and-a-half (37.5) hours per week.

#### **Regular Part-Time Employees:**

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

### **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** Employees hired as regular full time employees shall be probationary employees for the first three (3) months of continuous service. Employees hired as part-time and casual employees shall be probationary employees for the first four-



hundred-eighty-eight (488) hours of work or six (6) months of continuous service with the Employer, whichever comes first. By written mutual agreement between the Employer and the Union, the probationary period may be extended by thirty (30) calendar days provided written reasons are given for requesting such extension.

**10.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement. Seniority will be based on the number of hours worked excluding overtime hours worked.

### **10.03 Rejection During Probation**

- (a) A rejection during probation shall not be considered a dismissal. The test of just cause for rejection shall be the probationary employee's suitability for continued employment. The Employer agrees that the factors used to address suitability must affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 7 – Grievances, grieve the decision.

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

### **11.01 Evaluation Reports**

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

## **11.02 Personnel File**

The employee or the Secretary Business Manager of the Union or his/her designate, as the case may be, shall give the Employer four (4) business days' notice prior to examining the file. The Employer agrees to make every reasonable effort to provide access to the file at the earliest possible opportunity.

An employee, or the Secretary Business Manager of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

An employee may review and/or be provided with copies of any document in his/her file for personal reference.

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

## **ARTICLE 12 - SENIORITY**

### **Definition**

Seniority shall be defined as the total accumulated hours, exclusive of overtime, calculated from the date the employee was hired under this agreement. A maximum of 487.5 hours may be credited to an employee for each three (3) months period as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year. The seniority of each employee shall be entered in the registry in descending order of the most hours paid to the least.

### **12.01 Promotion, Transfer and Temporary Vacancies**

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

ability are relatively equal amongst the applicants.

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

### **12.02 Assessment Period**

- (a) (i) Following placement of the successful job applicant, he/she shall be considered in an assessment period for up to ten (10) working days and upon satisfactory completion of the assessment period will be confirmed in the position.
- (ii) If unable to perform the duties of the new position or if the employee requests to be relieved from the position, the employee will be returned to his/her former position. Any other employee transferred or promoted as a result of the original job posting will also be returned to her/his former status.
- (b) (i) An employee who transfers to a new worksite, pursuant to Article 13.06, shall be considered in an assessment period for fourteen (14) calendar days and upon satisfactory completion of the assessment period will be confirmed in the position.
- (ii) If unable to perform the duties of the new position or if the employee requests to be relieved from the position, the employee will be returned to his/her former position. Any other employee transferred or promoted as a result of the original job posting will also be returned to her/his former status.

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

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

When an employee is temporarily reassigned for operational reasons, the most junior qualified employee that results in the

least disruption to the work environment will be selected.

An employee temporarily reassigned shall return to his/her own position as soon as operationally possible.

#### **12.04 Seniority Hours**

The Employer agrees to provide to the Union the seniority hours and the date of hire of any employees covered by this Agreement. Such seniority hours and dates shall be subject to correction for error on proper representation by the Union.

#### **12.05 Loss of Seniority**

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

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

#### **12.06 Bridging of Service**

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

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

employment.

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

## **ARTICLE 13 - JOB POSTINGS AND APPLICATIONS**

### **13.01 Job Postings and Applications**

The Employer agrees that all regular scheduled positions shall be posted for a period of ten (10) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary Business Manager or his/her designate.

### **13.02 Information on Postings**

- (a) All job postings shall indicate the following:
- Date of posting and closing date of posting
  - Start date of position
  - Pay rate
  - Work days and days off (excluding float)
  - Hours of work
  - Employment status per Article 9.01
  - Start and Stop times (excluding float)
  - Required Qualifications
  - Worksite
  - Work area and job number (excluding float)
  - Summary of job description/job duties
  - Employees can be reassigned in accordance with the Collective Agreement (per Article 13.02 (c))
- (b) The hours of work, including stop and start times, days off, duties and work area may be subject to change provided that the change is consistent with operational requirements, the provisions of the collective agreement, and is not for arbitrary, discriminatory or in bad faith reasons.
- (c) The Employer may post regular float positions that are benefits eligible at work sites. A float position will work in a variety of work areas according to operational needs subject to Article

47 – Float Positions.

- (d) The Employer will post all vacancies in accordance with this article. The union shall be provided advance written notice of any decision to eliminate or alter the status of a position (i.e. Full-Time or Part-Time) prior to posting or any decision to not post and fill a vacancy. Upon written request, the parties will meet to consider input and alternatives proposed by the union and discuss the impact of the change on existing employees.

**13.03** Within three (3) calendar days of the successful applicant being notified, the Company will attempt to inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

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

**13.05 Temporary Vacancies less than 45 Days**

- (a) Notwithstanding clause 13.01, if the vacancy is a temporary one of less than forty-five (45) calendar days, the position shall not be posted and instead shall be filled as follows:
- (i) In order of seniority, by part time regular employees at the worksite who have indicated their interest to work additional hours in writing, provided that they are trained and qualified to perform the work being assigned in the job classification for which they are registered.
  - (ii) In order of seniority by casual employees.
  - (iii) If the application of this paragraph requires the Company to pay overtime to the employee, the proposed move need not be made;
  - (iv) The Employer will give preference to filling such vacancies as a single block of time.
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants

pursuant to clause 12.01.

### **13.06 Transfers Between Sodexo HEU Worksites**

- (a) Employees will be provided with the opportunity to apply as internal applicants at another worksite only after the internal posting process has been concluded and the position remains vacant.
- (b) A list of site managers and contact information will be provided to employees upon request to their manager.
- (c) Employees who want to move to another Sodexo worksite where HEU is certified shall do so in the following manner:

Identify the worksite and provide written documentation to the appropriate site manager indicating:

- (i) The current date
- (ii) The classification you wish to apply for
- (iii) Your current worksite; and
- (iv) Your contact information

The employee is responsible to confirm receipt of the documentation, keep a copy and provide a copy to their Union Shop Steward.

- (d) The Employer will maintain applications received under this Article until January 1<sup>st</sup> of each year, at which time new applications must be submitted.
- (e) Qualified employees who have made applications under this article shall be considered prior to any external hiring into the receiving worksite. The normal selection criteria under Article 12.01 shall apply.
- (f) Successful applicants will carry all seniority (to a maximum of 1,950 hours per year worked or prorated portion thereof) and length of service to the new site.

- (g) At the time of transfer, an employee enrolled in health and welfare benefits shall continue with their benefits uninterrupted provided the new position is benefits eligible.
- (h) An employee who is either the successful applicant for the posting under Article 13.06 or who returns to their original worksite under Article 12.02 must remain at the worksite for twelve (12) calendar months before being considered for another transfer under this article.

## **ARTICLE 14 - JOB DESCRIPTIONS**

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

The said job descriptions shall be provided in writing to the Chief Shop Steward and Secretary Business Manager of the Union or his/her designate.

The Employer may alter existing job descriptions for legitimate operational reasons, provided the alteration is not for arbitrary, discriminatory, or in bad faith reasons.

Prior to implementing any changes in existing job descriptions, the Employer will provide advance notice to the Union. Upon request the parties will meet to consider input and alternatives proposed by the Union and to discuss the impact of the change on existing employees, provided it does not cause unnecessary delay.

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

### **14.03**

- (a) In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes



a new classification, the Employer will draft a new description and meet with the Union to discuss appropriate remuneration. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

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

## **ARTICLE 15 - CONTRACTING OUT**

### **15.01 Layoff of Employees**

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

### **15.02 Exceptions**

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) The Employer does not have employees who perform such work or are qualified in such work; or
- (c) An emergency occurs.

## **ARTICLE 16 - TECHNOLOGICAL CHANGE AND/OR LOSS OF WORK**

### **16.01 Consultation**

The Union and the Employer shall meet per Section 54 of the *Labour Relations Code*.

**16.02** The Employer shall provide regular full time and part time employees the following written notice of layoff, or normal pay in lieu of notice for the below time periods. A copy of such notice shall be provided to the Secretary Business Manager or his/her designate and Union Shop Steward.

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

- (a) An employee who has completed three (3) months of service; no less than fourteen (14) days' notice;
- (b) An employee who has completed one (1) year of service but less than three (3) years of service; no less than fourteen days' notice.
- (c) An employee who has completed three (3) years of service or more; no less than twenty one (21) days' notice' plus one (1) additional week per year of service to a maximum of eight (8) weeks.

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

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

**16.04 Layoff/Reduction or Increase in Hours – Two (2) weeks or less**

A layoff of less than two (2) weeks, a regular employee may choose one of the following options:

- (i) Accept the layoff or reduction or increase in hours.
- (ii) Accept the layoff or reduction or increase in hours and be assigned available casual hours ahead of casual call in for work.
- (iii) Elect unpaid leave or take vacation entitlement earned.

**16.05 Layoff/Reduction or Increase in Hours – Greater than two (2) weeks**

A laid-off regular employee may, at her/his sole discretion, choose one of the following options:

- (i) Accept the layoff reduction or increase in hours.
- (ii) Accept a vacant position at the worksite.
- (iii) Displace the most junior employee at the worksite with the equivalent work days, days off and hours of work in the job classification for which he/she has the certificates of qualification (if required) and the ability to do the work.  
If a position is not available with the same number of hours equivalent work days, days off and hours of work (shift), the employee may displace the most junior employee at the worksite with either:
  - a) The same weekly hours within the job classification for which he/she has the required qualifications and ability to do the work;
  - Or
  - b) Fewer weekly hours but the same hours of work (shift).
- (iv) Be placed on the casual list. Employees who elect to be placed on the casual list shall not relinquish their recall rights, as described in clause 16.07.
- (v) Be placed on the recall list.

### **16.06 Recall Rights**

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

### **16.07 Bumping – General**

In a layoff, the Employer shall supply to an employee and the Union designate a list of employees that may be bumped by the employee. The laid off employee will select the position s/he wishes to bump. An employee must exercise their bump option within five (5) days of receiving the lists.

The employee shall receive the rate of pay for the new position.

### **16.08 Additional Postings Options**

During the layoff notice period a laid off employee is entitled to notify the Employer they are available for work at other worksites. The employee shall specify the worksites.

A laid off employee shall be placed on the additional worksite seniority list and shall be considered for all jobs posted pursuant to Article 13.01.

All other layoff provisions continue to apply for employees electing additional posting options.

An employee who successfully posts into a new worksite shall be credited with all service and seniority earned prior to the layoff.

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

### **16.10 Group Terminations**

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

## **ARTICLE 17 - TRAINING**

### **17.01 Purpose of Training**

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

The Employer is responsible for ensuring the quality, control and documentation of employee training. The onsite management team will be accountable.

The initial and refresher training of employees shall be performed by supervisors or lead hands.

“Orientation” is defined as: a general introduction to the work area layout, area supply locations, and any procedures specific to the work area.

The orientation will provide guidance and familiarization to work routines, physical set up, hazards specific to the work area so an employee can employ their existing skills and abilities.

It is understood that an orientation may be performed by a co-

worker, lead hand or supervisor.

**17.02** It is understood that an employee will be adequately trained to perform the assigned work. Duties will not be assigned to any employee who has not been trained. Upon request to a manager or supervisor an employee will be provided with additional training in order to safely perform the work.

- Employees may access their training records upon request.
- An employee assigned to a co-worker will remain in the same work areas as the co-worker.

### **17.03 Paid Training**

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

**17.04** After the probationary period is concluded, an employee may indicate in writing to the supervisor, areas of the operation where he/she requests to be trained in. When the Employer decides such opportunities are available, the Employer will post in advance a notice to employees informing them of such opportunities. The Employer will train, on the basis of seniority, employees who request training and who demonstrate an ability for the work.

The parties acknowledge that exceptional situations may occur in which the employer is not able to post advance notice of a training opportunity. In such cases, the employer will not be prohibited from taking advantage of the opportunity to provide training. In such cases, the employer will exercise every effort to provide as much advance notice as possible and will train, on the basis of seniority, employees who request training and who demonstrate an ability for the work.

### **17.05 Partial Paid and Unpaid Training**

The Employer may grant leave to allow employees to take

educational courses related to their employment and such leave may be without pay or with partial pay.

### **17.06 Regional Union/Management Committee**

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

### **17.07 Required Certificates**

The Employer will reimburse employees the certificate cost of a FOODSAFE Level 1 Refresher up to thirty-five dollars (\$35).

## **ARTICLE 18 - SCHEDULING PROVISIONS**

### **18.01**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) The Employer may alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer's control. In such cases, the shift(s) of the most junior qualified employee(s) will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 20.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then

the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

- (e) Employees may exchange shifts, provided the exchange does not result in overtime and occurs with the prior approval of the Employer. Such approval will not be unreasonably denied.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Continuous Operation**

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

### **19.02 Hours of Work**

- (a) The normal hours of work for regular full-time employees, exclusive of meal times, shall be at least thirty-seven-and-a-half (37.5) hours per week, and the work shift shall be at least seven-and-one-half (7.5) or an equivalent mutually agreed to by the Employer and Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their meal period.
- (c) Employees shall not be required to work more than six (6) consecutive shifts, and employees shall receive two (2) consecutive days off, unless otherwise mutually agreed.

### **19.03 Rest and Meal Periods**

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

Employees working a shift seven (7) hours or more shall receive two (2), fifteen (15) minute, rest periods, one in each half of the shift. Employees working less than seven (7) hours shall receive one (1) rest period. Where there is mutual agreement between the Union designate and Employer designate, rest periods may be combined to meet employee and operational requirements.

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

All employees working more than a five (5) hour shift shall



receive a one-half (1/2) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

- (c) As described above, employees are entitled to the following rest and meal breaks:

<b>Paid Hours</b>	<b>Meal Break</b>	<b>Rest Break</b>
5 hours or less	None	1 paid 15 minutes
More than 5 hours but less than 7 hours	One-half hour unpaid	1 paid 15 minutes
7 or more hours	One-half hour unpaid	2 paid 15 minutes

## **ARTICLE 20 - OVERTIME**

**20.01** Employees requested to work in excess of the normal daily full shift hours as outlined in article 19.02, or who are requested to work on their scheduled off duty days shall be paid:

One-and-one-half times (1½ x) the employee's regular hourly rate of pay for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double-time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.

A full-time employee who is paid their scheduled hours shall be paid at the rate of time-and-one-half (1½ x) the employee's regular hourly rate for all hours worked on a scheduled day off.

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

**20.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 25, the employee shall be paid overtime at the rate of time-and-one-half

times (1½ x) the premium statutory holiday rate for all hours worked beyond eight hours (8) in that day.

**20.04** Where possible, overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned but no later than the second pay period following the date the overtime was earned.

**20.05** When an employee works a minimum of one (1) hour of overtime immediately before or following his/her scheduled hours of work, an employee shall have a fifteen (15) minute break with pay. If the overtime extends to beyond two and one-half (2½) hours, the employee shall receive breaks in accordance with Article 19.03.

**20.06** Only in cases of emergency may an employee be required to work overtime. When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

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

**20.08** Overtime shall be offered in order of hourly seniority. Up to four (4) hours of overtime shall be offered by seniority to employees at work or commencing their shift. Overtime over four (4) hours shall be offered by seniority to employees on days off.

**20.09** A regular part-time employee working less than the normal hours per day, or the normal days per week of a full-time employee, and who is requested to work longer than his/her regular work day or work week, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day or work week of a full-time employee. Overtime

rates shall apply to hours worked in excess of the normal hours in the work day or work week of a full-time employee.

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

## **ARTICLE 21 - CALL-BACK TO WORK**

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

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

## **ARTICLE 22 - REPORTING PAY**

### **22.01 Guaranteed Minimum Hours**

Any employee, except those covered by Article, 21.01 reporting for work at the call of the Employer, shall be guaranteed a minimum of:

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

### **22.02 Weather Conditions Excepted**

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

## **ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

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

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

## **ARTICLE 24 - TRANSPORTATION ALLOWANCE**

**24.01** An employee who uses his/her own vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-one cents (\$0.31) per kilometer. Minimum allowance shall be ten dollars (\$10.00).

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

## **ARTICLE 25 - STATUTORY HOLIDAYS**

### **25.01 Statutory Holidays**

(a) Employees will be entitled to eleven (11) statutory holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

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

### **(b) Pay Calculation**

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

hours worked and overtime hours multiplied by the overtime rate divided by 162.5 hours. (See example in Appendix “C”.)

- (c) Casual employees who have not completed thirty (30) calendar days service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the Statutory Holiday.
- (d) The Employer agrees to make every effort to schedule public holidays or equivalent days off as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible. Such days will be taken at a mutually agreed-to time between the Employer and employee.

## **25.02 Other Religious Observances**

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

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

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

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

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

## **ARTICLE 26 - VACATIONS ENTITLEMENT**

### **26.01 Annual Vacation Entitlement**

The vacation earning/accrual year shall be from September 1<sup>st</sup> to August 31<sup>st</sup> each year, and the vacation year shall be September 1<sup>st</sup> to August 31<sup>st</sup> the year following.

All employees shall be credited for and granted vacations earned up to September 1<sup>st</sup> each year on the following basis:

- (a) Regular employees who were regular status less than twelve (12) months prior to September 1<sup>st</sup> shall receive a partial vacation based on continuous service to September 1<sup>st</sup>.
- (b) Ten (10) working days per year commencing in the first (1<sup>st</sup>) year of employment, paid at four percent (4%) of gross earnings in the previous year.
- (c) Twelve (12) working days per year commencing in the fifth (5<sup>th</sup>) year of employment, paid at four-point-eight percent (4.8%) of gross earnings in the previous year.
- (d) Fifteen (15) working days per year commencing in the sixth (6<sup>th</sup>) year of employment, paid at six percent (6%) of gross earnings in the previous year.
- (e) Seventeen (17) working days per year commencing in the ninth (9<sup>th</sup>) year of employment, paid at six-point-eight percent (6.8%) of gross earnings in the previous year.
- (f) Twenty (20) working days per year commencing in the eleventh (11<sup>th</sup>) year of employment, paid at eight percent (8%) of gross earnings in the previous year.
- (g) Twenty-five (25) working days per year commencing in the sixteenth (16<sup>th</sup>) year of employment, paid at ten percent (10%) of gross earnings in the previous year.

## **26.02 Vacation Period**

- (a) All regular employees shall be required to submit their vacation requests in writing and the employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.
- (b) Employees who want to take vacation during the months of March 1, April, May, June, July or August 31 – Must submit a written request no later than January 15 preceding the vacation. The Employer will respond no later than February 1. Approval of such requests shall be based upon seniority subject to operational requirements.
- (c) Employees who want to take vacation during the months of September 1, October, November, December, January, February 28 – Must submit a written request no later than July 15 preceding the vacation. The Employer will respond no later than August 1. Approval of such requests shall be based upon seniority subject to operational requirements.
- (d) Approval for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements. The Employer will respond to such requests within fourteen (14) days.

## **26.03 Splitting of Vacation Periods**

An employee's annual vacation entitlement will be granted in one (1) continuous period, unless an employee requests that their annual vacation entitlement be divided. The following conditions will apply:

- (a) Employees must take at least one continuous block of five (5) days, but may split their remaining annual vacation entitlement. The minimum period in a split will be one (1) working day.
- (b) Employees requesting to split their annual vacation entitlement in accordance with (a) above must indicate their first, second, third and subsequent choices.

First choices must be for blocks of at least five (5) continuous days. Additional choices can be for one (1) or more days.

- (c) Employees may choose to leave some portion of their vacation entitlement unscheduled, but shall submit a request for a block of at least five (5) days by July 15 of the previous vacation year in accordance with Article 26.02 (a).
- (d) Unscheduled vacation may be requested later in the year, but will be subject to Article 26.02 (d).
- (e) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (f) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

Approval of vacation requests will be as follows:

- 1<sup>st</sup> Step All first choices must be for blocks of at least five days. These will be approved in order of seniority; then
- 2<sup>nd</sup> Step All second choices will be approved in order of seniority; then
- 3<sup>rd</sup> Step All third choices will be approved in order of seniority; then
- 4<sup>th</sup> Step All fourth and additional choices will be approved in order of seniority.

#### **26.04 Vacation Pay**

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



Once per calendar year Employees may request, in writing, to be paid out any vacation accrual that has accumulated over and above the current year's entitlement. The current years' entitlement shall be based on the employee's regular status FTE.

### **26.05 Vacation Carry Over**

Employees with more than ten (10) years of employment shall be permitted to carry a maximum of ten (10) accrued vacation from one year to the next, provided the employee has taken at least fifteen (15) days of vacation in the current vacation year. Any vacation carried over will become part of the following years' entitlement.

### **26.06 Vacation Entitlement Upon Dismissal**

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

### **26.07 Reinstatement of Vacation Days – Sick Leave**

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

### **26.08 Vacation Credits Upon Death**

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

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

### **26.10 Casual Vacation Pay**

Casual employees shall be paid a percent of their straight-time pay in lieu of paid vacation. The percent shall be set as per the

entitlement found in Article 26.01.

## **ARTICLE 27 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) consecutive days without pay may be granted to employees who are required to travel in order to attend the funeral.

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

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

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

**28.01** Regular employees shall be entitled to eight (8) days of sick leave per year, accrued at the rate of point-six-seven (0.67) days per month. Part-time employees shall accrue sick leave days prorated to the hours paid. Any unused sick leave in any year shall be carried over for future use.

The maximum accumulation of sick leave credits in an employee's sick bank shall be ninety-seven-and-a-half (97.5) hours.

**28.02** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The Employer will reimburse

employees for any costs associated with obtaining a doctor's note to a maximum of fifteen (\$15.00) dollars, if required by the Employer to prove sickness.

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

**28.04** An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or accident. The Employer shall advise an employee the amount of sick leave available if requested.

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

**28.06**

(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 31.03, except that seniority shall continue to accrue on an employee's regular scheduled hours.

**28.07 Workers' Compensation Benefits**

Employees shall receive directly from the WorkSafeBC any wage loss benefits to which they may be entitled.

While an employee is in receipt of WorkSafeBC, paid holidays, will not accrue. Unused vacation credits accrued in previous years

shall not be lost as a result of this article. In addition, Articles 34 and 35 will continue to apply to employees who are entitled to receive WorkSafeBC wage loss benefits.

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*.

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 31.3 except that seniority shall continue to accrue based on regular hours.

Casual employees shall continue to accrue seniority based on the average hours worked by the employee in the six (6) months preceding the injury, excluding overtime hours. If the casual employee has worked less than six (6) months, then the average hours are based on actual hours worked, excluding overtime hours.

### **28.08 Transportation for Accident Victim**

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

### **28.09 Day of Injury**

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

### **28.10 Return To Work Programs**

(a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals.

The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee. Should an employee provide restrictions from a physician, such restrictions shall be incorporated into an established return to work program.
- (c) Return to work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

- (d) An employee has the right to request and receive the assistance of an on-site union representative or member of the Joint Health and Safety Committee at any step in the return to work program.
- (e) In addition to (d), prior to entry into a return to work program that is greater than seven (7) calendar days the Employer, the employee and one of the following: an employee member of the Joint Health and Safety committee, a shop steward, or staff union representative (designated by the union) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and the union.

### **28.11 Workload**

Where the absence of one or more employees may create a significant increase in the workload for other employees, the Employer will make every effort to resolve the matter by:

- Supervision will discuss duty priorities with the affected employee(s).

- Re-assigning work.
- Utilizing casual employees in accordance with the Collective Agreement.

Under no circumstances will the prioritizing of duties or the reassignment of work result in a significant increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in this discussion the employee may seek a remedy by means of the grievance procedure.

## **ARTICLE 29 - EDUCATIONAL LEAVE**

**29.01** Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

**29.02** After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give two (2) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

## **ARTICLE 30 - JURY DUTY**

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

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

## **ARTICLE 31 - LEAVE - UNPAID**

### **31.01 Unpaid Leave**

Requests by employees for unpaid leave of absence of less than or equal to two (2) weeks shall be made in writing to the worksite supervisor and may be granted at the Employer's discretion. The employee shall make every effort to give at least seven (14) days' notice to minimize disruption of staff.

The Employer shall make every reasonable effort to comply with the request, including those with less than 14-days' notice. The Employer shall respond to the request within seven (7) calendar days and provide a copy of the Leave of Absence form to the employee.

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

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

After two years of continuous service, an employee may request, in writing, an extended unpaid leave of absence of up to forty-five (45) days, giving the longest possible advance notice. Every reasonable effort will be made to comply with such request

providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be given in writing.

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

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

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, except where such leaves are covered by the *Employment Standards Act*, the employee shall not accumulate either seniority or benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave. Seniority will begin to accumulate upon his/her return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

Employees may pay the benefit premiums and retain benefits while on unpaid leaves of absence longer than twenty (20) working days not covered by the *Employment Standards Act*.

Employees choosing to continue benefits shall, prior to the commencement of their leave, provide the Employer with post-dated cheques for the duration of their absence.

### **31.04 Unpaid Leave - Union Business**

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:



- (1) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
  - (2) For elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) Members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (4) For employees who are representatives of the Union on a bargaining committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

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

The Employer shall respond to the request within seven (7) calendar days and provide a copy of the Leave of Absence form to the employee.

### **31.05 Unpaid Leave - Public Office**

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

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

### **31.06 Unpaid Leave in Conjunction with Vacation**

In the event that an employee has requested an unpaid leave of absence in conjunction with a requested vacation, their request will be granted only after all other vacation requests have been awarded and will be subject to the provisions of Article 26.02.

## **ARTICLE 32 - MATERNITY AND PARENTAL LEAVE**

### **32.01 Maternity Leave**

- a) Maternity leave shall not constitute cause for dismissal.
- b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons

preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

- c) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - (i) no earlier than 13 weeks before the expected birth date, and
  - (ii) no later than the actual birth date and ends no later than 17 weeks after the leave begins.
- d) An employee who requests leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- e) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- f) An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends consistent with (c), (d) and (e).
- g) A request for leave must
  - (i) be given in writing to the Employer,
  - (ii) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (iii) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (f).
- h) If an employee on leave under subsection (c) or (d) proposes to return to work earlier than 6 weeks after giving birth to the

child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

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

## **22.02 Parental Leave**

- a) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:
  - (i) for a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under article 32.01 above.
  - (ii) for a parent, other than an adopting parent who does not take leave under article 32.01 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
  - (iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under a) above.
- c) A request for leave must:
  - (i) be given in writing to the Employer,
  - (ii) if the request is for leave under (a) (i) or (ii) above be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
  - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

d) An employee's combined entitlement to leave under articles 32.01 and 32.02 is limited to 78 weeks plus any additional leave the employee is entitled to under article 32.01 (f) and 32.02 (b).

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

## **ARTICLE 33 - FAMILY RESPONSIBILITY LEAVE**

Employees shall be entitled to Family Responsibility Leave and Compassionate Care Leave as outlined in Section 52 and 52.1 respectively of the current *Employment Standards Act*. Any changes, modifications, to the Act will also apply.

Family Responsibility Leave will not be counted as days of unpaid leave for purposes of the twenty (20) day maximum in Article 31.03.

An employee on approved Compassionate Care Leave shall continue to accumulate seniority hours during such leave and will be credited with their seniority hours upon return to work. Notwithstanding the foregoing it is understood that health care coverage shall be the responsibility of the employee, pursuant to Article 31.03 if such leave exceeds twenty (20) working days in any year.

## **ARTICLE 34 - HEALTH CARE PLANS**

### **34.01 Commencement of Coverage**

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

### **34.02 Benefit Coverage and Premium Costs for Health Benefit Plans**

Eligible employees shall be enrolled in the following benefits plans and it is understood that these benefit plans are administered, governed and adjudicated pursuant to the master contract held with the benefits provider and the parties are bound by its terms.

The Employer shall pay eighty percent (80%) of all Health Care Plan benefit premiums and the Employee shall pay twenty percent (20%) of all benefit premiums.

Employees are covered by the Group Benefit Plan Division 38 and a benefit booklet will be provided to each employee enrolled in the plans.

**34.03** Eligible employees and dependents shall be covered by the BC Medical Services Plan.

**34.04** Employees will be enrolled in the BC PharmaCare and drug formulary and provided with pay direct drug cards.

Reimbursement of eligible drugs and medicines are subject to PharmaCare low cost alternative and reference based pricing payment policies. There is no annual maximum on prescription drug claims.

Co-insurance reimbursement is 100%.

The dispensing fee is covered by BC PharmaCare and the maximum amount is currently \$9.10 and subject to review by BC PharmaCare. A dispensing fee in excess of the PharmaCare fee is paid by the employee.

### **34.05 Extended Health Benefits**

All benefits will continue to the earlier of age 70, retirement or termination of employment including Group Life Insurance, Accidental Death and Dismemberment, Health and Dental.

Vision Care \$250 every 24 months (eyeglasses or contact lenses).

Orthotic Inserts \$150 every 24 months.

Physiotherapist Unlimited.

Reimbursement for Cancer wigs \$500 per lifetime.

### **34.06 Dental Plan**

Basic dental plan coverage is reimbursed at 90%.

Accidental coverage is 100%.

Major and Orthodontic Coverage is available.

Annual maximum for Basic and Major is \$1,500.

Lifetime Orthodontic Coverage is \$1,500 for dependent children.

## **ARTICLE 35 - LIFE INSURANCE**

The Employer shall pay 80% of the premiums for the Group Life and Accidental Death and Dismemberment insurance plans.

The Plan shall provide basic life insurance in the amount of \$30,000 and standard 24 hour accidental death and dismemberment insurance.

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

### **36.01 Uniforms**

- (a) (i) The Employer shall supply uniforms including hair covering and aprons for employees who are required to wear same. The Employer shall replace uniforms as required due to wear and tear. Appropriate change rooms will be supplied when employees are required to change clothing at work. Where change rooms are not available the Employer shall

discuss the matter with the client.

- (ii) Where employees are required to clean their uniforms they shall receive sixty-five (65) cents per shift.
- (iii) The Employer will supply each regular full time employee with five (5) uniforms and part-time regular and casual employees with two (2) uniforms.
- (b) The Employer shall supply and maintain nametags for employees who are required to wear same.
- (c) The Employer will solicit employee input, via the Union Management Committee, prior to implementing any change in employee uniforms.

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

### **36.03 Protective Clothing and Equipment**

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

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, who will take appropriate steps to correct the shortage.

- (b) All such clothing, tools and equipment shall be maintained and replaced at the Employer's expense.
- (c) All such clothing, tools and equipment shall comply with applicable WorkSafeBC regulations concerning same.
- (d) Employees shall supply and wear certified non slip or slip resistant work shoes.



## **ARTICLE 37 - MORE FAVOURABLE RATES**

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

## **ARTICLE 38 - PAY DAYS**

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

- (a) The statements given to employees shall include the designation of statutory holidays paid, vacation pay accrued, the listing of all adjustments including overtime, and an itemization of all deductions.
- (b) When a payday falls on a non-banking day, the pay cheque shall be given prior to the established payday.
- (c) Annual vacation pay - see Article 26.

### **38.02 Reconciling Deficient Pay**

In the event an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:

- If the money owed is less than six (6) hours, the pay shall be added to the next pay period.
- If the money owed is six (6) hours or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque within five (5) business days.

## **ARTICLE 39 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK**

### **39.01 Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical

or x-ray examination or undergo vaccination, inoculation or other immunization, the Employer shall provide reasonable expense and where necessary, reasonable time off with pay.

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

**39.02** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection. In-service will include definitions of commonly encountered infectious diseases and precautions (standards, contact, airborne, blood borne); use of personal protective equipment (PPE) and cleaning and handling procedures.

### **39.03 Criminal Record Check**

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

## **ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION**

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

The 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 Committee shall govern itself in accordance with the provisions of the Industrial Health and

Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve relevant guests, provided such is done by mutual agreement.

The Committee's role in the workplace includes:

- The promotion of safe work practices;
- Assisting in creating a safe and healthy workplace;
- Reviewing procedures and recommending actions which will improve the effectiveness of the Occupational Health and Safety program;
- Promoting compliance with the WorkSafe BC Occupational Health and Safety Regulations; and
- Promptly investigating accidents.

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

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

#### **40.04 Training and Orientation**

The Joint Occupational Health and Safety Committee may use the resources of WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities. The Committee will discuss orientation or in-service sessions which are necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Committee will encourage knowledge and compliance with the Occupational Health and

Safety Regulations by all employees. The Employer will make available information, manuals and procedures for these purposes.

#### **40.05 Joint Health and Safety Committee**

- (a) The Employer shall notify the Union on an ongoing basis, when a worker representative is required for the Committee.
- (b) The union shall elect or appoint worker representatives to the committee within thirty (30) days of notification in (a) above, and advise the Employer in writing of the names of the worker representatives.
- (c) If the union is unable to elect or appoint a worker representative to the committee within the thirty (30) day timeline, the Employer will appoint the worker representative in order to comply with the legislative obligations. This worker will sit until such time as the Union appoints/elects a worker representative.
- (d) When an employee resigns their appointment as a Committee member, the Committee will advise Sodexo and the Union in writing of the resignation.
- (e) The Committee shall determine the date of regular monthly meetings as outlined in the Committee's terms of reference. Such dates will be determined jointly by the Committee.
- (f) Every reasonable effort will be made to schedule meetings such that they accommodate the regular schedule of the majority of the members.
- (g) Following each joint committee meeting the committee must prepare a report of the meeting and provide a copy to both the Union and the employer and post it within fourteen (14) days of the meeting at each worksite.

#### **40.06 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) representative

of the Employer and report to the Employer on the committee's findings and recommendations. In the event of a fatality, the Employer shall immediately notify the Union representative and the Bargaining Unit Chairperson.

#### **40.07 Right to Refuse Work**

No employee shall be disciplined for refusal to perform unsafe work as defined by WorkSafe BC.

### **ARTICLE 41 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

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

### **ARTICLE 42 - VARIATIONS**

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

### **ARTICLE 43 - 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 44 - TERM OF THE AGREEMENT**

### **44.01**

- (a) The provisions of this Agreement, except as otherwise specified, shall come into force and effect on May 27, 2021.
- (b) This Agreement shall be binding and shall remain in effect until midnight May 26, 2023.
- (c) The present Collective Agreement shall remain in full force and effect until a new Collective Agreement is ratified or a strike or lockout occurs.

### **44.02 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving notice to the other party on or after January 26, 2023, but in any event not later than midnight February 26, 2023.
- (b) Where no notice is given by either party prior to February 26, 2023, both parties shall be deemed to have given notice under this article on February 26, 2023.

**44.03** It is agreed that the operation of subsections 2 and 3 of section 50 of the *Labour Relations Code* are excluded from this Agreement.

## **ARTICLE 45 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA, SHIFT PREMIUM**

**45.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

**45.02** The indication in Appendix B Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

### **45.03 Wage Schedule**

See Memorandum of Agreement #1.

**45.04**

The night shift premium is one dollar (\$1.00) per hour.

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

**ARTICLE 46 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE**

**46.01** The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work for scheduled employees on vacation, sick leave, education, maternity, union business and other time-off regulated under the Collective Agreement;
- (b) Emergency relief.
- (c) Non-reoccurring or irregular short term work.

**46.02** Where it appears that the position that is being filled by a casual employee will be in excess of forty-five (45) days, the position shall be posted and filled pursuant to Article 13.

**46.03** Part-time employees may also register for casual work.

**46.04**

- (i) The Employer will set up a job classification registry at each worksite. Casual employees will register for work in job classifications for which they are trained and qualified to perform work.
- (ii) Employees called in as casuals will be called in to work in order of seniority provided that they are trained and qualified to perform the work being assigned in the job classification for which they are registered.

**46.05** Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing. A request to change availability will not be unreasonably denied.

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

**46.07** Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

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

**46.08** Call in procedure – All requests shall be recorded in a log which will show the job classification required to be done, the name of the employees requested to perform the work, whether the employee accepted or declined the call to work or failed to answer the call, the date and time the Employer became aware of the vacancy.

Casual and Regular Part-Time employees, who submit availability, must provide contact information where they can be reached two hours before and two hours into each shift for which they have stated availability. An employee will not be required to be on call for more than four (4) hours per day.



If a Casual employee fails to answer a call from the Employer during the two hours before and two hours into each shift for which he/she has stated availability, the Employer will move immediately to the next eligible causal employee on the seniority list.

If a casual employee who does not answer a call during the two hours before and two hours into each shift for which he/she has stated availability does not call back within thirty (30) minutes he/she shall be deemed to have refused the shift. (See also Article 46.09)

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

**46.09** A casual employee who refuses work opportunities on five occasions in a thirty (30) day period where they have indicated availability may be terminated. Declining a call out to work because you have already accepted paid work will not be considered a refusal. In the event of a grievance the burden of proof is on the grievor to establish proof of other paid work.

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

**46.11** The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.

**46.12** After probation, training opportunities will be provided to casual employees in accordance with Article 17.04.

**46.13** A casual employee who has worked an average of 20 hours per week for 13 consecutive weeks, shall be entitled to enroll in the benefits plan. Should an employee not maintain these hours of work, the health and welfare benefits will cease.

**MEMORANDUM OF AGREEMENT #1**

**Between**

**SODEXO CANADA LTD.  
JACKMAN MANOR  
("The "Employer")**

**And**

**HOSPITAL EMPLOYEES' UNION  
("The Union")**

**Re: Rates of Pay**

---

The parties acknowledged that they have not entered into wage rate discussions as a result of government levelling up of wages, consistent with public sector wage rates.

The parties agree that the current levelled up rates of pay shall be consistent with the public sector Facilities Bargaining Association rates:

- Housekeepers, Dietary Aides and Laundry is matched to Grid 10:  
April 01, 2021            \$20.97
- Lead Hand is matched to Grid 12  
April 01, 2021            \$21.77
- Cook is matched to Grid 17 (or 18):  
April 01, 2021            \$23.81 (\$24.20)

Should terms and conditions of employment change during the levelling up of wages, in a manner that would impact rates of pay, the parties agree to amend this Memorandum of Agreement to reflect new or changed rates of pay.

**Sodexo Canada Ltd. (Jackman Manor) / Hospital Employees' Union – May 27, 2021 to May 26, 2023**

---

The parties further agree, that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the rates of pay for employees at Jackman will be matched to the rates of pay contained in the German Canadian Collective Agreement

The Employer will retroactive pay of \$1.25 per hour on all hours worked between November 1, 2019 and the effective date of levelled up wages May 8, 2020.

**SIGNED ON BEHALF OF  
THE UNION:**



---

**Maire Kirwan**  
Coordinator of Private Sector  
Bargaining

**Date:** Sep 27, 2021

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



---

**Philip Robb**  
Labour Relations Director  
Canada

**Date:** September 20, 2021

**MEMORANDUM OF AGREEMENT # 2**

**Between**

**SODEXO CANADA LTD.  
JACKMAN MANOR CARE HOME  
("The "Employer")**

**And**

**HOSPITAL EMPLOYEES' UNION  
("The Union")**

**Re: Electronic Call-In**

---

Should the opportunity for electronic call-in become possible during the term of the agreement, the Union and Employer shall meet to discuss implementation.

**SIGNED ON BEHALF OF  
THE UNION:**



---

**Maire Kirwan**  
Coordinator of Private Sector  
Bargaining

**Date:** Sep 27, 2021

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



---

**Philip Robb**  
Labour Relations Director  
Canada

**Date:** September 20, 2021

**APPENDIX A**

**STATUTORY PAY CALCULATION EXAMPLES**

**Article 25.01 (b) and (c) – Statutory Holiday Not Worked**

**Notes:**

A regular full-time day is 7.5 hours. All statutory holidays are also 7.5 hours.

Average hours for 30 calendar days = hours/week X 52 weeks ÷ 12 months (e.g. Full time at 7.5 hrs/day = 37.5 hrs/week X 52 ÷ 12 = 162.5 hrs)

All examples are based on \$15.60 per hour. See Appendix B to confirm your regular rate.

Overtime hours are calculated at the premium rate they were earned at (i.e. 1½ or 2 X regular rate)

Standard calculation is:

(Total Paid Hours in 30 Days Prior) X 7.5 hours = Total Hours to be

162.5 Hours Paid  
\_\_\_\_\_at Regular Rate\_\_

**EXAMPLE 1 – regular full time with no overtime**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
N/A	N/A	N/A	N/A	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	STAT

Regular hours worked in preceding 30 calendar days = **165.0 hours = 22 regular days worked**

**Sodexo Canada Ltd. (Jackman Manor) / Hospital Employees' Union – May 27, 2021 to May 26, 2023**

---

No overtime worked in the 30 days preceding the stat

Calculation:  $165 \div 162.5 \times 7.5 = 7.6$  paid hours

$7.6 \text{ hours} \times \$15.60 = \mathbf{\$118.56}$

**EXAMPLE 2 – Regular Full Time with no Overtime (Stat on Monday)**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	0	STAT	N/A	N/A	N/A	N/A

Regular hours worked in preceding 30 calendar days = **150.0 hours = 20 regular days worked**

No overtime worked in 30 days preceding the stat

Calculation:  $150 + 162.5 \times 7.5 = 6.9$  paid hours

$6.9 \text{ hours} \times \$15.60 = \mathbf{\$107.64}$

**EXAMPLE 3 – Regular Full-Time with Overtime (Stat on Monday)**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0	0	7.5	7.5	7.5	7.5	7.5
0	7.5	7.5	7.5	7.5	7.5	7.5
0	0	7.5	7.5	7.5	7.5	7.5
0	7.5	7.5	7.5	7.5	7.5	7.5
0	0	STAT	N/A	N/A	N/A	N/A

Regular hours worked in preceding 30 calendar days = **150 hours = 20 regular days.**

+ 15 hours overtime at  $1\frac{1}{2} \times$  worked in the 30 days preceding the stat = **22.5 hours**

Calculation:  $150.0 + 22.5 = 172.5 \div 162.5 \times 7.5 = 7.96$  paid hours

$7.96 \times \$15.60 = \mathbf{\$124.17}$

**EXAMPLE 4 Regular Part-Time (5 Hours per day/5 days per week) with overtime**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0	0	5	5	5	5	5
8	8	5	5	5	5	5
0	0	5	5	5	5	5
0	0	5	5	5	5	5
0	0	STAT	N/A	N/A	N/A	N/A

Regular hours in preceding 30 calendar days = **100.0 hours**  
 + 15 hours additional straight time = 15.0 hours  
 + 1 hour at 1½ X overtime worked in the 30 calendar days preceding the stat = **1.5 hours**  
 Calculation: 100.0 + 15.0 + 1.5 = 116.5 ÷ 162.5 X 7.5 = 5.4 paid hours

$$5.4 \times \$15.60 = \mathbf{\$84.24}$$

**EXAMPLE 5 – Casual with Overtime**

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0	0	0	0	0	0	0
0	12	12	0	0	12	0
0	0	7.5	7.5	7.5	0	0
0	7.5	7.5	0	0	7.5	7.5
0	0	STAT	N/A	N/A	N/A	N/A

Casual call in hours worked in preceding 30 calendar days (7 shifts X 7.5 hours) = **52.5 hours** and  
 (3 shifts X 8 hours) = **24 hours**  
 + 12 hours at 1½ X overtime worked in the 30 calendar days preceding the stat = **18.0 hours**  
 Calculation: 76.5 + 18 = 94.5 hours ÷ 162.5 X 7.5 = 4.36 paid hours

$$4.36 \times \$15.60 = \mathbf{\$68.02}$$

**APPENDIX B**

**SUMMARY OF HEALTH CARE PLAN**

Available to employees who work an average of twenty (20) or more hours per week.

BC Medical Plan	80% of the premium paid by the Employer.
Life and AD&D Insurance	\$30,000 coverage 80% Employer paid.
Dental Plan	Basic Prevention Coverage (reimbursement at 90%) Major and Orthodontic coverage (lifetime orthodontic is \$1,500 per child) Combined basic and major annual maximum is \$1,500. 80% Employer paid.
Extended Health Care including Hospitalization and Prescription Drugs	BC Pharmacare and Drug formulary (no annual maximum) Reimbursement at 100% 80% Employer paid.
Eye Exams	One (1) exam every 24 months
Vision Care	\$250 per dependent every 24 months
Life and AD&D Insurance	\$30,000 coverage 80% Employer paid.
Dental Plan	Basic Prevention Coverage (reimbursement at 90%) Major and Orthodontic coverage (lifetime orthodontic is \$1,500 per child) Combined basic and major annual maximum is \$1,500. 80% Employer paid.



**SIGNED ON BEHALF OF  
THE UNION:**



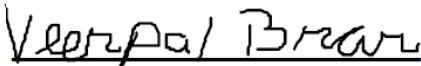
---

**Máire Kirwan**  
Coordinator – Private Sector  
Bargaining



---

**Mandeep Sidhu**  
Bargaining Representative



---

**Veerpal Brar**  
Bargaining Representative

---

Sep 27, 2021

**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



---

**Philip Robb**  
Labour Relations Director  
Canada



---

**Irene Tang**  
District Support Manager

---

Sept 20, 2021

**Date signed**