

COMPREHENSIVE REPORT

to the membership of the

Hospital Employees' Union

*on the tentative agreement
reached between the*

Hospital Employees' Union

– AND –

Sodexo MS Canada Ltd.

May 5, 2009

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- Backgrounder
- Memorandum of agreement (April 26, 2009)
- Negotiated changes to the collective agreement (April 26, 2009)





HOSPITAL EMPLOYEES' UNION

BACKGROUNDER

Proposed Sodexo agreement improves wages, benefits, health & safety language

Comprehensive report to HEU members working for Sodexo in Vancouver Coastal and Fraser health authorities, and at Central Care, Shannon Oaks, Foyer Maillard and German Canadian care homes

After six months of negotiations, bargaining committee members reached a tentative agreement with Sodexo on April 26. The committee made gains on the three priority issues identified at the bargaining conference – wages, benefits and sick leave, as well as non-monetary issues such as workload, training, supplies shortages, and job posting language.

HEU secretary-business manager Judy Darcy joined lead negotiator Susan Fisher in the most recent set of talks. Mediator Vince Ready was also on hand to assist in reaching an agreement.

“I am proud to say that we made significant progress toward a living wage, despite the challenges of an economic recession and growing unemployment,” said Darcy. “We could not have made these gains without the support of community allies and the work of living wage activists.”

Darcy also praised the bargaining committee for their hard work and for keeping members’ needs front and centre at all times.

What you need to know about the proposed agreement

- The bargaining committee has unanimously recommended that members vote yes to this proposed agreement. A schedule of voting opportunities will be posted at each worksite.
- If the majority of members employed by Sodexo vote yes, the agreement will be approved. It will then form the second collective agreement between HEU and Sodexo.
- In negotiations, the bargaining committee successfully fought off Sodexo’s attempts to roll back wages and to leave workers in long-term care and retail foods with no pay increases.
- The proposed agreement is for four years, from October 1, 2008 to September 30, 2012.
- All members employed by Sodexo will receive the same wage increases across the board. Rates of \$13.05 an hour will increase by 15 per cent to \$15.00 an hour by October 1, 2011. *Details of the proposed wage grid and classifications are on page two.*
- Benefits costs will return to 70 per cent employer-paid and 30 per cent employee-paid as of October 1, 2009. Benefits coverage, excluding life insurance and AD&D, will now be extended to workers up to age 70.
- Casuals will have greater access to benefits and regular shifts, plus improved seniority rights.
- Sick leave will increase from six to seven days as of September 1, 2010, and from seven to eight days as of September 1, 2011.
- New and stronger contract language will give members the power to initiate grievances on workload, supplies shortages and training issues.
- The bargaining committee assessed the risks and benefits of job action. They concluded that the proposed negotiated agreement represents the best possible outcome for members.

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Improvements to wages, benefits, sick days

All HEU members employed by Sodexo will receive the following increases	
January 1, 2009 (retroactive)	\$.30 per hour
April 1, 2009 (retroactive)	\$.35 per hour
October 1, 2009	\$.40 per hour
October 1, 2010	\$.40 per hour
October 1, 2011	\$.50 per hour

New Hourly Wage Rates							
Classification	Current Oct 1/08	Jan 1/09	Apr 1/09	Oct 1/09	Oct 1/10	Oct 1/11	Percentage increases
Dietary Aide Dietary Clerk/ Retail Aide/ Laundry Aide/ Housekeeping Aide	\$13.05	\$13.35	\$13.70	\$14.10	\$14.50	\$15.00	15%
Cook 1/ Janitor 1	\$17.92	\$18.22	\$18.57	\$18.97	\$19.37	\$19.87	11%
Cook 2/ Janitor 2 /Stores/ Receivers	\$16.11	\$16.41	\$16.76	\$17.16	\$17.56	\$18.06	12%
Lead Hand	\$14.25	\$14.55	\$14.90	\$15.30	\$15.70	\$16.20	14%

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Other monetary gains:

- Improvements to sick leave were one of the top demands from the bargaining conference. Sick leave is increased by one day on September 1, 2010 and by an additional day on September 1, 2011, for a total of eight sick days per year;
- Benefits cost-sharing goes to 70 per cent employer-paid, and 30 per cent employee-paid as of October 1, 2009.
Previously, only about 56 per cent of hourly employees received benefits. With increased eligibility for casual workers, the number of members who receive benefits should increase significantly. *Note: improvements for casual workers are listed on page 3.*
- The probation period rate of pay is increased by \$.25 from \$11.80 per hour to \$12.05 per hour, effective on the date of ratification.
- Night shift premiums are increased from \$.70 per hour to \$1.00 per hour effective on the date of ratification.

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Improvements and workforce stabilization for casuals

A large number of HEU members employed by Sodexo are classified as casuals. Under the proposed terms of the agreement, they will see the following improvements:

- Casuals who are off work due to injuries or illness will continue to collect seniority, based on their hours of work over the previous six months; and
- Casuals who work 20 or more hours per week for 12 weeks will be converted to float, regular status and will receive benefits upon request.

Stronger health and safety language, other rights improvements

The bargaining committee successfully negotiated all their proposals in the four areas related directly to improving members' health and safety.

The agreement contains new and strengthened language that improves workers' rights to file grievances on workload, training, supplies shortages, return to work programs and other issues.

Workload and short staffing (Article 28.11)

- When workers are unavailable for shifts and are not replaced, the employer will be required to "make every effort" to prioritize duties, re-assign work and call in casuals.
- A worker who believes their workload is unsafe or excessive can discuss the problem with their immediate supervisor. If the problem is not resolved, workers may file a grievance.

Training (Article 17)

- The employer is responsible for ensuring the quality, control and documentation of training. On-site managers are accountable to make sure these responsibilities are met.
- The employer will not assign tasks to workers who have not been trained to perform those duties. This means workers can now request the additional or refresher training that they need to perform a job safely.
- Workers assigned together in an area for training purposes will remain in that area.

Supplies (Article 36.03)

- The employer will provide adequate supplies to complete assigned work. Workers can immediately report supplies shortages to their supervisor, and can file a grievance if the employer fails to provide the necessary supplies.

Reassigning work areas (Article 12.03)

- In cases where a scheduled worker is absent, the employer will reassign the junior worker to different areas only when there is an operational requirement to do so, and only when they have been trained to perform those duties.

Job postings (Article 13.02)

- The employer is required to specify the work area in all job postings.

Transfers between worksites (Article 13.06)

- Workers may now apply to transfer seniority to Sodexo positions at any other HEU Sodexo work site.

Pay cheque errors (Article 38.02)

- The employer will correct any pay cheque errors of more than six hours by issuing a separate cheque for the amount owing, within five business days. This means members should no longer have to wait until the following pay period to receive missing wages.

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Return to work (Article 28.10)

- Following an illness or injury, members will have the right to union representation at return to work meetings. The employer will confirm details of the return to work program.

Harassment language (Article 1.04)

- New harassment language now includes specific protections against bullying.

Layoff notice (Article 16.05)

- Required minimum layoff notice is increased from 14 to 30 days.

Translink bus pass program

- The employer will continue to provide payroll deductions to purchase monthly bus passes for employees and their dependents.

What progress was made towards a Living Wage?

HEU is committed to continuing the campaign for living wages for members employed by the Big 3, as well as in other sectors of the union. Although this agreement does not reach the “living wage,” it represents significant progress that the union will build on going forward.

The powerful work of the living wage campaign so far has been essential to achieving the wage increases in this agreement.

Important information about the Living Wage calculation.

The ‘living wage’ is calculated based on the rate of pay and the amount of benefits workers receive from the employer.

Researchers assessed the rate of \$16.74 per hour based on a job without benefits. If that job included the same benefits coverage as the Sodexo agreement, the ‘living wage’ rate would be \$15.70. That’s because the value of benefits can be translated into an equivalent hourly rate.

The value of 70 per cent employer-paid benefits is \$1.04 per hour. **When benefits are added to the \$15.00 rate, this agreement brings members within \$.70 of the current living wage.**



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<i>What is the agreement's wage rate <u>including</u> benefits?</i>	<i>What is the Living Wage rate, <u>excluding</u> benefits?</i>
Rate of pay as of Oct.1/11 (on \$13.05) \$15.00	Living wage, adjusted for value of benefits (\$16.74 – \$1.04) \$15.70
Calculated value of benefits per hour as of Oct.1/09 \$1.04	Calculated value of benefits per hour as of Oct.1/09 \$1.04
Adjusted wage rate (\$15.00 + \$1.04) \$16.04	Living wage rate (without benefits) \$16.74
Wage rate difference, adjusted for value of benefits	
\$.70/hour	

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What about vacation and statutory holidays?

The committee tabled proposals to improve vacation and statutory holidays, but the employer was unwilling to make improvements in these areas, while also improving wages, benefits and sick leave.

What happens next?

Please take the time to carefully review the details of the attached proposed agreement.

HEU members working for Sodexo have an opportunity to vote on the terms of this agreement in meetings scheduled for the coming weeks.

Your bargaining committee members are asking you to vote yes to this proposed agreement. They will be available, along with HEU staff representatives, to answer members' questions at ratification vote meetings.

A schedule of meeting dates and times will be posted at each worksite. Members employed by Sodexo may vote at any one of the scheduled meetings.

For more information about bargaining with Sodexo, contact your bargaining committee members or Susan Fisher at 604-456-7030, toll-free 1-800-663-5813.

May 5, 2009

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Memorandum Of Agreement
Between
Hospital Employees Union
And
Sodexo MS Canada Ltd.

The parties agree to recommend acceptance of the following terms and conditions for the renewal of the Collective Agreement to their respective principals.

1. Term: October 1, 2008 to and including September 30, 2012. (4 year term)
2. Wages: January 1, 2009 .30 cents per hour
 April 1, 2009 .35 cents per hour

 October 1, 2009 .40 cents per hour
 October 1, 2010 .40 cents per hour
 October 1, 2011 .50 cents per hour
3. Benefits: October 1, 2009 70% employer paid – 30% employee paid
4. Probation Rate of Pay: reduced from \$1.25 to \$1.00 per hour on ratification.
(applies to existing probationary employees)
5. Casual Benefits - concept to be clarified between the parties. Principal agreement is casual employees working 20 or more hours per week shall be converted to float regular status and enrolled in benefits.
6. Night Shift Premium: increase premium from .70 cents per hour to \$1.00 per hour on ratification.
7. Sick Leave: September 1, 2010 - 1 additional sick day (becomes 7 days per sick leave year)
 September 1, 2011 -1 additional sick day (becomes 8 days per Sick leave year)
8. Items previously agreed prior to April 24, 2009 in direct negotiations between the parties shall form part of this Memorandum.
9. The items agreed on April 24, 2009 in direct negotiations between the parties shall form part of this Memorandum.

Signed on behalf of HEU

Signed on Behalf of Sodexo

April 26, 2009

Negotiated changes to the collective agreement

- Items in bold are additions to the collective agreement.
- Struck-through items are deletions from the collective agreement.

April 26, 2009

Article 1.04 Personal and Sexual Harassment

(b) Personal harassment

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

Article 2.03 (b)

Twice every calendar year, **in April and October**, the Employer shall provide to the SBM or his/her designate of the union, **a list in order of seniority of all employees at each worksite** their job titles, employee status, telephone numbers and addresses known to the Employer.

Article 2.06 Union Bulletin Boards **and Filing Cabinet (from LOU #1)**

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.

Article 10.02 Probationary Period

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.**

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 five working (5) 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) working 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.**

Article 12.03 Temporary Promotion, ~~or~~ 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 ~~involuntarily transferred~~ temporarily reassigned work area or job number within the same classification shall return to his/her own position as soon as operationally possible.

Article 12.04 Seniority Hours

New Paragraph:

Seniority shall be defined as the total accumulated hours, exclusive of overtime, calculated from the date the employee was hired under this agreement.

Article 13 – Job Postings and Applications

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
 - Employment status **per Article 9.01**
 - Work days and days off **(excluding float)**
 - Hours of work ~~and worksite location~~
 - **Start and Stop times (excluding float)**
 - **Qualifications**
 - **Worksite location**
 - **Work area and/or job number and/or job title (excluding float)**
 - **Employees can be reassigned in accordance with the Collective Agreement**
- (b) All postings shall also include a summary of job description/duties for information purposes only.
- (c) 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.
- (d) **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. It is understood that shifts, start and stop times may vary and the scheduling provisions at Article 18 continue to apply.**

Article 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**
 - ~~(ii)~~ (iii) if the application of this paragraph requires the Company to pay overtime to the employee, the proposed move need not be made;
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 12.01.

Article 13.06 **Transfers Between Sodexo HEU Worksites**

- (a) Employees will be provided with the opportunity to **apply bid** 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 from 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 ~~you wish to apply at~~ 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 1st of each year, at which time new applications must be submitted ~~to be considered~~.
- (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 1950 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 16.05 Technological Change **and/or** Loss of Work

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

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

~~16.03 — The Employer and the Union shall, within two (2) weeks of the date of the notice, meet to review the effect of the change and what course of action is to be taken.~~

~~16.04 — Where at least twenty (20) percent of the work force at the worksite is affected, the Employer and the Union will meet in good faith and endeavour to develop an adjustment plan on which the technological change will be made and may include the following:~~

- ~~(i) — consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provision in the collective agreement;~~
- ~~(ii) — human resource planning and employee counseling and retraining;~~
- ~~(iii) — notice of termination;~~
- ~~(iv) — severance pay;~~
- ~~(v) — entitlement to pension and other benefits including early retirement benefits;~~
- ~~(vi) — a bipartite process for overseeing the implementation of the adjustment plan.~~

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

16.01 Consultation

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

16.05 In the event of a layoff, regular employees at the worksite shall receive no less than ~~fourteen (14)~~ **thirty (30)** days written notice in advance of the day of layoff. A copy of such notice shall be provided to the Secretary Business Manager or his/her designate and Union Shop Steward.

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

16.12 Additional Postings Options

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

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

(NEW) 16.14 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.

Current articles in Article 16 to be renumbered given above changes, additions and deletions

Article 17 Training -17.03 to 17.06 remains as is

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.

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**

Article 20.01 Overtime

(2) A full time employee who is paid their scheduled hours shall be paid at the rate of time and one half (1 1/2) the employee's regular hourly rate for all hours worked on a scheduled day off.

Article 25.01 Statutory Holidays – Add new (d) due to removing LOU#2

(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.

28.01 Employees shall be entitled to six (6) paid days of sick leave per year. The year shall be from September 1st to August 31st. Sick leave is not cumulative, i.e. unused sick leave days are not carried over to the following sick leave-year.

Effective September 1, 2010 employees shall be entitled to seven (7) paid days of sick leave per year. Effective September 1, 2011 employees shall be entitled to eight (8) paid days of sick leave per year.

Part time regular employees who have completed their probationary period shall accrue sick leave credits in the same manner on a proportionate basis.

Article 28.07

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.**

Article 28.10 Return to Work Programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee ~~who participates~~. **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.

- ~~(e)~~(d) **An employee involved in a return to work discussion with the employer has the right to request and receive the assistance of a designated union representative an on-site union representative or member of the Joint Health and Safety Committee at any step in the return to work program.**
- ~~(f)~~(e) **In addition to (d), prior to entry into a return to work program that is greater than seven (7) calendar days ~~one week~~, 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.**

(New) 28.11

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 31.01 Unpaid Leave

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.

Article 31.04 (d) Unpaid Leave Union Business

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.

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.

34.03

Premium Costs for Health and Welfare Plans

~~December 20, 2005 to April 30, 2007— The Employer shall pay 100% of the premiums for the Medical Services Plan, Group Life Insurance and Basic Accidental Death and Dismemberment Insurance. The Employer shall pay 70% of the costs related to other Health and Welfare benefits.~~

~~May 1, 2007 to April 30, 2008— The Employer shall pay 70% of the costs related to Health and Welfare Plan benefits.~~

~~May 1, 2008— The Employer shall pay 50% of the Medical Services Plan premium and 50% of costs related to all Health and Welfare benefits~~ **until September 30, 2009. Effective October 1, 2009 the Employer shall pay 70% of these benefits costs.**

Article 36.03 Protective Clothing and Equipment - (b) and (c) to remain the same

- (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.

Article 38.01

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

- (a) The statements given to employees ~~with their pay cheques~~ shall include the designation of statutory holidays paid, **vacation pay accrued** the listing of all adjustments including overtime, and an itemization of all deductions.

New Article 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:

- (i) **If the money owed is less than six (6) hours, the pay shall be added to the next pay period**
- (ii) **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 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.
- (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) **After each joint committee meeting the committee must prepare a report of the meeting and provide a copy to the employer and post it within fourteen (14) days of the meeting.**

Article 44 Term of the Agreement

- (a) The provisions of this Agreement, except as otherwise specified, shall come into force and effect on **October 1, 2008**.
- (b) This Agreement shall be binding and shall remain in effect until midnight September 30, **2012**.
- (c) **The present Collective Agreement shall remain in full force and effect until a new Collective Agreement is ratified or the right to strike or lockout accrues, whichever first occurs.**

45.04 Effective **the date of ratification**, the night shift premium shall be increased to ~~seventy (-70)~~ **one dollar (\$1.00)** cents 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 46.07 Make the following change, the rest of Article 46.07 to remain the same:

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

Article 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**.

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.

46.13 A casual employee **who has worked a minimum of 20 hours per week for 12 consecutive weeks shall be awarded a benefits-eligible, regular float position upon request.** ~~is regularly scheduled to work more than 20 hours per week for at least six months will be entitled to enroll in the Health and Welfare program after three (3) months.~~

Letters of Understanding #1 and #2 incorporated above – to be deleted as LOUs

Letter of Understanding #3 Translink Employer Pass Program (EPP) – Renew

**APPENDIX B
WAGE SCHEDULE**

Classification	Oct 1/08	Jan 1/09	Apr 1/ 09	Oct 1/ 09	Oct 1/ 10	Oct 1/ 11
Dietary Aide Dietary Clerk/ Retail Aide/ Laundry Aide/ Housekeeping Aide	13.05	13.35	13.70	14.10	14.50	15.00
Cook 1/ Janitor 1	17.92	18.22	18.57	18.97	19.37	19.87
Cook 2/ Janitor 2 /Stores/ Receivers	16.11	16.41	16.76	17.16	17.56	18.06
Lead Hand	14.25	14.55	14.90	15.30	15.70	16.20

Probationary Employees' Rate of Pay

Probationary period 520 hours or six (6) months' whichever comes first.

A probationary employee is paid \$1.00 per hour below the actual wage rate entitlement ~~but in no case below \$10.15.~~

~~**\$.25 cents added to Cook II rate of pay October 1, 2006 and October 1, 2007.~~