

COMPREHENSIVE REPORT

to the membership of the

Hospital Employees' Union

*on the tentative agreement
reached between the*

Hospital Employees' Union

– AND –

Sodexo at ARHCC

July 5th 2012





HOSPITAL EMPLOYEES' UNION

BACKGROUND

Tentative settlement reached for HEU members working for Sodexo at ARHCC

Your HEU Union Bargaining Team unanimously recommends acceptance of a proposed tentative agreement for HEU members working for Sodexo at ARHCC.

The proposed contract would be effective until May 31st 2013 (less than a year from now) and achieves our two key goals:

- 1. Parity with our Sodexo FHA and VCHA co-workers. Including retro-active wage increases and 2 additional sick days.**
- 2. An expiry date that allows us to participate in the big table bargaining with 3750 of our Sodexo, Aramark, Compass, Marquis and Acciona co-workers. (Get ready to start bargaining again soon)**

Collective Agreement Ratification Meeting

Date: Tuesday, July 10

Time: 12:30PM to 5:00PM
(Drop in any time)

Place: Learning Centre – Room TBD



In addition to parity we negotiated additional gains and increases highlighted below:

- New workload language that allows us to grieve unsafe and excessive workloads as well as a process for prioritizing our work when working short.
- A commitment from the employer that they are responsible for training staff adequately and duties will not be assigned unless we have been adequately trained.
- The addition of Family Responsibility Leave language into our collective agreement that highlights our right to have 5 unpaid days to take care of family members.
- A commitment from the employer to schedule public holidays next to our regularly schedule two days off so that we can have more three-day weekends.
- Clarification of the casual addendum
- New and improved Occupational Health and Safety language.
- New and improved Workers' Compensation Benefit language and Return to Work (after an injury) language.
- Clarification in the overtime language
- A new (trial run) float pool for the summer months to ensure additional benefited positions for staff as well adequate summer vacation coverage.
- An increase from 2 to 3 members on the Union/management committee.
- 2 additional sick days as well as the ability to carry-over 4 days into the following year to accrue a maximum of 90 hours (12 days).
- A new monthly accrual system for sick leave.
- An additional wage increase October 1st 2012
- Retroactive wage increases from October 1st 2011 (to achieve FHA & VCHA parity)

Starbucks

- The application of the Sodexo at ARHCC collective agreement including the access to the grievance procedure, access to jobs at ARHCC, 8 sick leave, vacation, and wage increase.
- Wage increases: effective date of ratification: Baristas \$11.50, ASTs \$12.25.
- Wage increases: effective October 1st 2012: Baristas \$12.00, ASTs \$12.75

Classification	current	Oct. 1 2011	Oct 1 2012
		Parity with FHA & VCHA	
Food Services Department			
Dietary Aide/ Dietary Clerk/	\$14.53	\$15.00	\$15.20
Retail Aide	\$14.53	\$15.00	\$15.20
Cook II	\$17.78	\$18.06	\$18.26
Stores/ Receivers	\$17.78	\$18.06	\$18.26
Cook 1	\$19.70	\$19.87	\$20.07
Housekeeping Services Department			
Porter*	\$15.57 ¹	\$15.97 ³	\$16.17 ³
Housekeeping Aide	\$14.53	\$15.00	\$15.20
Lead Hand Housekeeping	\$15.73	\$16.20	\$16.40
Help Desk Department			
Help Desk Attendant	\$15.12	\$15.46	\$15.66

Sick days

- 8 total
- Accrued at 5 hours/month (pro-rated for part-time employees)
- Maximum accumulation 90 hours (12 days)

Bargaining background

This is the second Collective Agreement HEU members have negotiated with Sodexo at ARHCC. Negotiations began on August 2nd 2011. Negotiations continued for many months with little progress. Sodexo refused to discuss real wage increases and economic benefits with our committee for the majority of bargaining, proposing unacceptable increases as well as rollbacks that our committee refused to seriously consider. Sodexo also made proposals to weaken or eliminate rights we've fought hard to establish.

After making slow progress, the Union bargaining team decided to involve a mediator. After working with the mediator, Sodexo finally understood that we would accept nothing less than parity and an expiry date that allowed us to join with our co-workers in bargaining. Our actions in the workplace were essential in helping Sodexo understand that we were serious about parity and unwilling to accept less.

Congratulations to all members who signed petitions, completed surveys, wore stickers and signed up to rally. Our solidarity and commitment was the reason we achieved this success. We are stronger together.

Full details of all negotiated changes are in the attached Tentative Agreement. HEU's bargaining committee recommends that members vote "Yes" to the ratify the proposed Collective Agreement.

For questions, comments, or additional information about this tentative agreement, please contact HEU Bargaining Committee Members Sandy Neuls, Janet Grinham, Karen Rohs, Jeff Hashey and Anna Paleczek or HEU Negotiator Laurel Albina at 604-838-1549 (cell).

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Date: Tuesday, July 10

Time: 12:30PM to 5:00PM
(*Drop in any time*)

Place: Learning Centre – Room TBD

MEMORANDUM OF AGREEMENT

SODEXO AT THE ABBOTSFORD REGIONAL HOSPITAL AND CANCER CENTRE

AND

HOSPITAL EMPLOYEES' UNION

ARTICLE 6 - UNION/MANAGEMENT COMMITTEE

2.06 Union Bulletin Boards

The Employer shall provide an agreed number of bulletin boards 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.

Language moved from LOU #1

6.02 Union Committee

✓ The Union shall appoint and maintain a Committee comprising ~~two (2)~~ three (3) persons (from different work areas) 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.

6.03 Union/Management Committee Meetings

✓ (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.

12.02 Assessment Period

✓ Following placement of the successful job applicant, he/she shall be considered in an assessment period for up to ~~five (5)~~ ten (10) working days and upon satisfactory completion of the assessment period will be confirmed in the position.

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

13.06 Float Pool

✓ Commencing 2012 the employer may post, benefits eligible, temporary float positions for the period of mid-June to mid-September. A float position will work in a variety of work areas according to operational need. It is understood that shifts, start and stop times may vary and the scheduling provisions of Article 18 continue to 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.

✓ **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 with forty eight (48) hours notice.
- An employee assigned to a co-worker will remain in the same work areas as the co-worker when operationally feasible.

20.08 Overtime shall be offered in order of hourly seniority. ~~to regular employees who are currently doing the work.~~



✓
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 offer by seniority to employees on days off.

ARTICLE 25 – STATUTORY HOLIDAYS

25.01 Statutory Holidays

- (a) Employees will be entitled to nine (9) statutory holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

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

(b) **Pay Calculation**

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

If an employee is on annual vacation, or any other paid time off, the employees paid days are counted as days worked and wages earned when calculating holiday pay.

- (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.

Moved from LOU #2

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.~~

ARTICLE 27 - BEREAVEMENT LEAVE

✓ Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

Compassionate Bereavement 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 ~~Employees who have completed their probationary period shall be entitled to six (6) days of sick leave per year to be taken at any time. The year shall be from September 1st and August 31st. Sick leave is not cumulative i.e. unused sick leave days are not to be carried over to the following sick leave year.~~

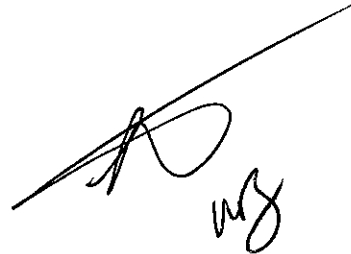
Need to rewrite sick leave language to reflect change.

Sick leave – 1st full month following ratification employees will accrue the following sick leave:

FT= accrue 5 hours per month to a maximum of 90 hours

PT= pro-rated per current practice

Employees existing sick banks will be added to the above.



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

28.04 An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or non-work related accident. The Employer shall advise an employee the amount of sick leave available if requested. Should WCB reject a claim of workplace injury the employee will be entitled to access accrued sick leave at the time of reporting.

28.06 Employees who are off because of sickness or non-work related accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request. The Employer's decision for further leave of absence without pay shall be in writing. The Employer may require medical information as to the expected date of return to work.

28.07 Workers' Compensation Benefits

(a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

(b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Articles 34 and 35 will continue to apply to employees who are entitled to receive WCB wage loss benefits.

(c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the Workers' Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the Workers' Compensation Act.

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



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 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.

(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.

32.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to ~~twelve (12)~~ thirty-seven (37) consecutive weeks without pay (or ~~thirty-seven (37)~~ thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.04). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 42(7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the total parental leave between them (or ~~thirty-seven (37)~~ thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.04). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 32.01 or following the adoption;
 - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

ARTICLE 33 - FAMILY RESPONSIBILITY AND COMPASSIONATE CARE LEAVE

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

✓
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.

ARTICLE 34 - HEALTH CARE PLANS

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

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) The Employer shall pay sixty-five (.65) cents per shift for the cleaning of uniforms.

(b) The Employer shall supply and maintain nametags for employees who are required to wear same.

(c) The employee shall supply and wear certified slip resistant shoes.

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 conviction(s) is contrary to a bona fide occupational requirement. The costs associated with the required criminal record check every 5 years of employment, (Criminal Record Review Act of BC), shall be covered by the employee.

ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION

40.01 through 40.04 remain in CBA as is

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 or is removed of their appointment as a Committee member, the Committee will advise the employer 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.

45.04 The night shift premium shall be ~~70 cents~~ one dollar (\$1.00) per hour.

Current Practice – Housekeeping only

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 There is 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 for each department. 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.~~

Casual employees and regular part-time employees who wish to be called for casual shifts must provide their availability to the employer in writing three times annually as follows:

1. January 1st to 7th for the period of February 1st through May 30th
2. May 1st to 7th for the period of June 1st through September 30th
3. September 1st to 7th for the period of October 1st through January 31st

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 by department shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired. Call in for work during the probationary period will be conducted in a fair manner.

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

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

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.

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.

All calls for filling shifts shall be recorded in a call-in log book. The call in log book shall contain:

- a) A copy of the current seniority list; and
- b) The current casual hours and overtime availability sheets.

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The call-in log book shall record the following:

- a) Employee called;
- b) Shift left vacant;
- c) Date and time of call;
- d) Date and time the employer became aware of the vacant shift;
and
- e) Response to call (e.g. shift declined, no answer, shift accepted.)

- 46.09** A casual employee who refuses work opportunities on five consecutive occasions in a thirty (30) day period where they have indicated availability may be terminated.
- 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 17.4.
- 46.13** The Union recognizes the right of the employer to confirm, in writing, the employment of casuals who have not worked in the previous four months.

Term: May 31st 2013 (2 year term)

Classification	current	2011/10/01		2012/10/01	
Food Services Department					
Dietary Aide/ Dietary Clerk/	\$14.53	\$0.47	\$15.00	\$0.20	\$15.20
Retail Aide	\$14.53	\$0.47	\$15.00	\$0.20	\$15.20
Cook II	\$17.78	\$0.28	\$18.06	\$0.20	\$18.26
Stores/ Receivers	\$17.78	\$0.28	\$18.06	\$0.20	\$18.26
Cook 1	\$19.70	\$0.17	\$19.87	\$0.20	\$20.07
Housekeeping Services Department					
Porter*	\$15.5 ^a	\$0.34	\$15.8 ^{ab}	\$0.20	\$16.1 ^b
Housekeeping Aide	\$14.53	\$0.47	\$15.00	\$0.20	\$15.20
Lead Hand Housekeeping	\$15.73	\$0.47	\$16.20	\$0.20	\$16.40
Help Desk Department					
Help Desk Attendant	\$15.12	\$0.34	\$15.46	\$0.20	\$15.66

Probationary Period – 520 hours or six (6) months' whichever occurs first.

Probation rate of pay is \$1.00 per hour less than the prevailing classification rate.

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LETTER OF UNDERSTANDING

SODEXO AT THE ABBOTSFORD REGIONAL HOSPITAL AND CANCER CENTRE

AND

HOSPITAL EMPLOYEES' UNION

Re: Sodexo at ARHCC Employees working at Starbucks

All provisions of the collective agreement apply unless otherwise stated below:

ARTICLE 4.02 MANAGERS EXCLUDED FROM BARGAINING UNIT WORK

The Union recognizes the franchise agreement between Sodexo and Starbucks to have a provision for a working manager. In the event that the franchise agreement changes or this specific provision of the franchise agreement is altered, the employer will inform the Union immediately in writing.

ARTICLE 9 DEFINITION OF EMPLOYEE STATUS – STARBUCKS EMPLOYEES

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

Regular Full-Time Employees

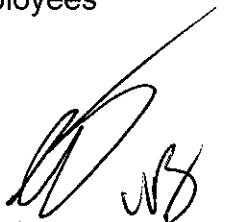
A regular full-time employee is one who is regularly scheduled to work at least thirty-seven and a half (37.5) hours per week. Regular full-time employees accumulate seniority based on the number of hours worked.

Regular Part-Time Employees

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

Float Pool Employees

A float pool employee is one who is scheduled to work less than thirty-seven and a half (37.5) hours per week but more than twenty (20) hours per week. A float pool employee may have variable shifts but will be scheduled in accordance with Article 18. Float pool employees



accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part time employee.

Flex Employees

A flex employee is one who is regularly scheduled. A flex employee may have variable shifts and hours but will be scheduled in accordance with Article 18. Flex employees accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part time employee.

Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement in the regular schedule as required by the Company or to perform emergency or non reoccurring or irregular short term relief work as required by the Company. Casual employees accumulate seniority on an hourly basis.

ARTICLE 14 - JOB DESCRIPTIONS - STARBUCKS

14.01 It is understood that as part of the franchise agreement, Starbucks will provide job descriptions to the employer.

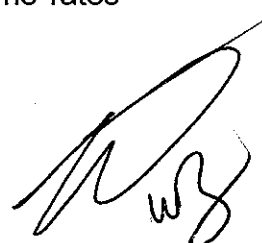
Based on that job description the employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain the job title, qualifications and wage level of the job, a summary statement of the duties and the date prepared.

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

ARTICLE 18 - SCHEDULING PROVISIONS

18.01 (b) There shall be a minimum of nine (9) 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 nine (9) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of nine (9) consecutive hours shall be paid at overtime rates in accordance with Article 20.

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- (d) If a written request for a change in starting time is made by an employee which would not allow nine (9) 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.

Starbucks – 36.01 (a) (ii)– Uniforms – The Employer shall pay (.10) cents per shift for the cleaning of uniforms.

WAGES

Effective date of ratification

Barista \$11.50

AST \$12.25

October 1st 2012

Barista \$12.00

AST \$12.75

Probationary Period – 520 hours or six (6) months' whichever occurs first.

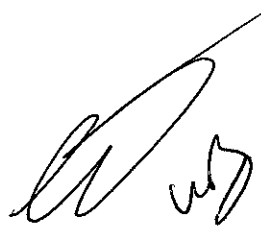
Probation rate of pay is \$1.00 per hour less than the prevailing classification rate.

Benefited positions

2 full-time

2 float

Seniority will be calculated from date of hire based on hours worked.

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