

# COMPREHENSIVE REPORT

*to the membership of the*

## **Hospital Employees' Union**

*on the*

*recommendations for settlement*

*by Mediator Vince Ready*

*between the*

## **Hospital Employees' Union**

– AND –

## **Aramark Canada Limited**

June 19, 2009

### **Inside:**

- Vince Ready's Recommendations for Settlement
- Backgrounder (*Appendix 1*)
- Mediator's Recommendation (*Appendix 2*)
- May 6, 2009 negotiated changes to the collective agreement (*Appendix 3*)



IN THE MATTER OF A DISPUTE

BETWEEN:

ARAMARK CANADA LIMITED

(the "Employer")

AND:

HOSPITAL EMPLOYEES' UNION

(the "Union")

**MEDIATOR'S  
RECOMMENDATIONS FOR SETTLEMENT**

ISSUED TO THE PARTIES

BY

VINCENT L. READY,

MEDIATOR

ON JUNE 16, 2009

On June 11, 2009 I was appointed by the parties as Mediator to assist them in reaching a resolution to this collective bargaining dispute.

It is not necessary for me to provide the background to this dispute because the Union has provided a factual explanation of the history of negotiations and the improvements in the renewed Collective Agreement, attached as Appendix 1.

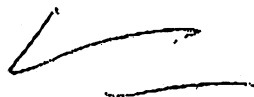
The parties, however, did reach an impasse over wages and benefits and therefore asked me to mediate those issues.

I met with the parties on June 16, 2009 and after hearing their submissions and having reviewed their respective positions on the outstanding issues, it was agreed by the parties that in order to break the impasse I would issue recommendations to settle the dispute.

My recommendations of settlement are attached as Appendix 2.

My recommendations also involved the negotiated changes to the Collective Agreement dated May 6, 2009, attached as Appendix 3.

Dated at the City of Vancouver in the Province of British Columbia this 16<sup>th</sup> day of June, 2009.



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Vincent L. Ready



HOSPITAL EMPLOYEES' UNION

# BACKGROUND

## Appendix 1

### Mediator assists bargaining committee & Aramark to reach tentative settlement

#### *Bargaining committee unanimously recommends that members vote yes to this second tentative settlement*

Following a series of meetings with members employed by Aramark at worksites in the Vancouver Coastal and Providence health authorities, the bargaining committee met with the employer on June 10 and 11. During those two days, the committee proposed improvements to the offer that was narrowly rejected last month.

A resolution could not be reached at these meetings, and both parties agreed to bring in mediator, Vince Ready, to assist in reaching a tentative settlement. On June 16 the parties agreed to a settlement that includes several improvements.

“We heard clearly from members that retroactive pay and vision care were important issues,” said HEU secretary-business manager Judy Darcy, “And although we didn’t achieve all our demands, we were successful in these and other areas.”

#### What you need to know about the proposed agreement

- The bargaining committee has unanimously recommended that members vote “yes.”
- If the majority of members vote “yes”, the settlement will form the collective agreement between HEU and Aramark. It will be in effect from October 1, 2008 to September 30, 2012.
- If this agreement is accepted, the union hopes the commercial contracts between Aramark and the health authorities will be stabilized. These contracts expire in August, 2009.

#### Key differences between the first and second proposed agreements

- Members will now receive a retroactive wage increase of \$.30 per hour for all hours worked between October 1, 2008 and the date the agreement is ratified.
- On the date of ratification, wages will increase by another \$.25 per hour. *Details of the proposed wage grid and classifications are on page two.*
- Members and their dependents will now be eligible for vision care coverage, effective October 1, 2010. The employer will pay 50 per cent of the premiums for the first year. On October 1, 2011, this will increase to 70 per cent. Members and their dependents will each be eligible for up to \$250, every 24 months. The \$250 coverage can be used to cover eye exam costs.

#### Previously negotiated improvements remain in the proposed agreement

- Members will have a prescription drug card, effective on the date of ratification. The drug card covers 90 per cent of prescription costs and means that members will not have to pay up front, mail in receipts and wait to be reimbursed.
- The employer’s share of health benefits premiums will increase to 70 per cent as of March 1, 2010.
- Casuals, who work 20 or more hours per week for three months, become eligible for sick leave and benefits, after completing the probation period.
- New language in the agreement around issues like workload, training and the reassignment of work areas gives members more rights and tools to improve working conditions.
- Unlike members employed by Sodexo and Compass, who have less paid sick time, workers employed by Aramark have ten sick days and all regular employees will be entitled to sick days after probation

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## Improvements to wages and benefits, plus other monetary gains

The following increases cover HEU members employed by Aramark in VCHA and Providence		
<b>October 1, 2008</b>	\$0.30 per hour	<b>\$13.35</b>
<b>Date of ratification</b>	\$0.25 per hour	<b>\$13.60</b>
<b>January 1, 2010</b>	\$0.40 per hour	<b>\$14.00</b>
<b>October 1, 2010</b>	\$0.20 per hour	<b>\$14.20</b>
<b>April 1, 2011</b>	\$0.30 per hour	<b>\$14.50</b>
<b>October 1, 2011</b>	\$0.50 per hour	<b>\$15.00</b>

<b>New Hourly Wage Rates</b>							
<b>Classification</b>	<b>Oct 1/08</b>	<b>Date of Ratification</b>	<b>Jan 1/10</b>	<b>Oct 1/10</b>	<b>Apr 1/11</b>	<b>Oct 1/11</b>	<b>Percentage increases</b>
Housekeeping Aide	\$13.35	\$13.60	\$14.00	\$14.20	\$14.50	\$15.00	15%
Lead Hand	\$14.40	\$14.65	\$15.05	\$15.25	\$15.55	\$16.05	14%

- Members will receive a retroactive wage increase of \$.30 per hour for all hours worked between October 1, 2008 and the date the agreement is ratified. This means that a housekeeping aide who worked full-time hours for that time period would receive just over \$400 in retroactive pay.
- On the date of ratification, wages will increase by another \$.25 per hour.
- Effective on the date of ratification, members will receive a prescription drug card, with 90 per cent coverage of drug costs. This means workers will no longer have to pay prescription costs up front and then wait for reimbursement.
- The employer will pay 70 per cent of extended health, dental, life insurance and MSP premiums as of March 1, 2010.
- The waiting period for sick leave benefits is eliminated. Members will now be eligible for sick leave, once the probation period is passed and they are enrolled in the benefits plan.
- Night shift premiums are increased from \$0.70 per hour to \$0.85 per hour, effective on the date of ratification.
- Casual employees, who work 20 or more hours per week for three months, will receive benefits and sick leave after completing the probation period.

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## Stronger health and safety language, improved workplace rights

*Note: The following non-monetary improvements are unchanged from the previous report.*

The agreement contains new and strengthened language on a range of issues. The bargaining committee successfully negotiated all their proposals in four areas that directly improve members' health and safety.

With these provisions, members are able to use the grievance process to take action on issues such as workload, training, personal protective equipment shortages, return-to-work programs, and more.

### **HEU will train shop stewards and OHS committees to enforce new rights**

The improved collective agreement language is a new beginning for workplace rights and health and safety.

The union will organize training so shop stewards and occupational health and safety committee members can use the new language to help improve issues like workload, training and supplies shortages.

#### *Workload and short-staffing (Article 13.06)*

- When workers are unavailable for shifts and are not replaced, the employer will be required to “make every reasonable effort” to prioritize duties, reassign work and call in casuals.
- A worker who believes their workload is unsafe can discuss the problem with their immediate supervisor.

#### *Training (Article 18)*

- The employer is responsible for ensuring the documentation of training.
- Members will receive an orientation if the employer assigns them to an area where they have not worked before. The employer is required to provide the necessary training for that assignment or area.

#### *Personal Protective Equipment (Article 36.03)*

- The employer will ensure that they provide adequate personal protective equipment (PPE) to workers. Any absence of PPE can be immediately reported to the supervisor. This means a worker can also file a grievance if the employer fails to provide the necessary equipment.

#### *Reassigning work areas (Article 12.03)*

- When the employer reassigns workers to different areas due to operational requirements, they will seek out the most junior qualified worker, whose reassignment results in minimal disruption.

#### *Pay cheque errors (Article 37.02)*

- If more than \$75 is missing from a pay cheque, the employer will issue a separate cheque within three banking days of receiving the member's request. This means members should no longer have to wait until the following pay period to receive missing wages.

#### *Return-to-work (Article 29.07)*

- Workers will have the right to union representation while participating in return-to-work programs following an illness or injury. A return-to-work program may include modified duties if necessary. The employer will confirm details of the return-to-work program in writing.

#### *Translink bus pass program*

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

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## What progress was made toward 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 their 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 Aramark agreement, the “living wage” rate would be \$15.61. 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 \$1.13 per hour. **When benefits are added to the \$15.00 rate, this agreement brings members within \$0.61 of the current living wage.**

<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) <b>\$15.00</b>	Living wage, adjusted for value of benefits (\$16.74 – \$1.13) <b>\$15.61</b>
Calculated value of benefits per hour as of Oct.1/09 <b>\$1.13</b>	Calculated value of benefits per hour as of Oct.1/09 <b>\$1.13</b>
Adjusted wage rate (\$15.00 + \$1.13) <b>\$16.13</b>	Living wage rate (without benefits) <b>\$16.74</b>
<b>Wage rate difference, adjusted for value of benefits</b> <b>\$0.61/hour</b>	

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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 and benefits.

## What happens next?

Please take the time to carefully review the details of the attached tentative settlement.

HEU members working for Aramark will have an opportunity to vote in a secret ballot on the terms of this settlement.

Your bargaining committee is unanimously recommending that you vote yes to this settlement, but it is every members' right to make their own decision.

Voting opportunities are being scheduled at almost all worksites. A schedule of vote meetings dates and times will be posted shortly. Members employed by Aramark may vote at any one of the scheduled meetings.

### **Members now have more voting opportunities and time for questions**

After voting on the last tentative agreement, HEU heard clearly that members experienced problems with the scheduling of meetings and the amount of information and documents available to them.

That's why vote meetings will not begin until June 28, so members have enough time to ask questions and review the tentative settlement.

Before the vote meetings, bargaining committee members and HEU staff representatives will also be at worksites to answer members' questions and provide information.

*HEU bargaining representative Noel Gulbransen can be reached at 604-456-7031.*

*June 19, 2009*

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### MEDIATOR'S RECOMMENDATIONS

*Between*

**ARAMARK Canada Limited  
(Vancouver Coastal Health Authority)**

*And*

**The Hospital Employees' Union**

The parties agree that the following constitutes a settlement of outstanding bargaining issues, subject to ratification. Any outstanding items not mentioned herein are considered withdrawn. The Employer and the Union Bargaining Committee agree to recommend acceptance of the Mediator's recommendations

**All items previously agreed to plus the following:**

1. Term: October 1, 2008 to and including September 30, 2012. (4 year term)
2. Wages:

October 1, 2008	\$13.35 per hour
Date of Ratification	\$13.60 per hour
January 1, 2010	\$14.00 per hour
October 1, 2010	\$14.20 per hour
April 1, 2011	\$14.50 per hour
October 1, 2011	\$15.00 per hour
3. Benefits:

Effective Ratification - Drug Card
March 1, 2010 - 70% employer paid – 30% employee paid for BC MSP, Extended Health, Dental and Life Insurance. Employees enrolled in BC MSP will indicate in writing whether they are eligible or not for premium assistance on a form provided by the employer.
Effective October 1, 2010 – 50% employer paid – 50% employee paid \$250 per 24 months for Vision care, including eye exams.
Effective October 1, 2011 – Vision Care premium sharing will be 70% employer paid – 30% employee paid.
4. Probation Rate of Pay: Status Quo
5. Night Shift Premium: increase premium from \$0.70 per hour to \$0.85 per hour on ratification.

#### **Article 12.03 Temporary Promotion, Transfer, or 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 in circumstances other than emergencies, it becomes necessary to temporarily reassign an employee for operational purposes, the employer shall reassign the least senior qualified employee which results in minimal disruption of the workplace

## **Article 13 – Job Postings and Applications**

### **13.02 Information on Postings**

Status Quo

#### **Article 13.06**

Where the absence of one or more employees occurs the employer will make every reasonable effort to redistribute work responsibilities through reassignment of priorities, reassignment of work, and utilization of casual staff to minimize the impact on employees.

An employee who believes their workload is unsafe shall discuss the problem with their immediate supervisor.

#### **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.

## Negotiated changes to the collective agreement between the Hospital Employees' Union and ARAMARK

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

May 6, 2009

## ARTICLE 1 – PURPOSE OF AGREEMENT

### 1.03 Procedure for Filing Complaints

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- (b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- (c) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies. **Within fourteen (14) days of completion of the investigation, the complainant shall be notified of the results.**
- (d) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
- (e) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (f) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.03 Union Check-Off

- (d) **In February and August of each year**, the Employer shall provide to the Secretary-Business Manager of the Union, a **site specific** list, **in order of seniority**, of all employees in the bargaining unit, showing their job titles, **status** and addresses and their telephone numbers known to the Employer.

### 2.05 Shop Stewards

- (1) Status Quo
- (2) The Employer is to be kept advised **in writing** of all Shop Steward appointments **and resignations**.

## 2.08 Notice of Union Representative Visits

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

## Article 6 – Regional Union/Management Meetings

### AMEND

#### 6.01 Regional Union/Management Meetings

The parties agree to conduct **Regional Union/Management** meetings three (3) times per calendar year. Exceptionally meetings may occur more frequently in the event there are urgent matters that need to be addressed. In all cases the requesting party shall **make every effort to** advise the other in writing minimally 15 working days in advance that they are convening a meeting and provide an agenda with a description of the matters to be addressed.

**Regional Union/Management** meetings will be conducted for the purpose of discussing issues that impact employees at all ARAMARK Vancouver Coastal Health/Providence Health Care work sites. Such meetings may be used to discuss issues, including but not limited to:

- a) **workload issues;**
- b) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- c) correcting conditions causing misunderstandings;

For each meeting, membership for the Union shall be the up to three (3) **staff members** from the Union accompanied by up to five (5) employees representing the regions. ARAMARK shall be entitled have up to equal representation at the meetings.

The role of Chairperson and Secretary (minutes) for the meetings shall be shared by the Union and ARAMARK.

#### 6.02 Payment for Employees Attending Regional Union/Management Meetings

The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and Committee members shall be compensated at the regular straight time hourly rate.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.02 Right to Grieve Disciplinary Action**

Employees shall have the right to grieve written censures or warnings, adverse reports or ~~adverse employee appraisals~~ **employee evaluations under Article 11.01**. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official employee evaluations or disciplinary documents relating to patient/resident abuse or harassment shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

### **7.03 Grievance Procedure**

#### **STEP TWO:**

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 site manager by one of a Shop Steward or a Union Committee member, who shall discuss the grievance. ~~Grievances of a general nature may be initiated by a member of the Union Committee in this step.~~ Within seven (7) calendar days of receipt of the written grievance, the site manager shall give his/her written reply. If the grievance is not settled at this step, then:

#### **STEP THREE:**

Employer Feb. 4, 2009 proposal but amend last sentence as follows:

Grievances, such as policy grievances that are of a general nature, may be introduced at this step.

#### **Union Management Committee**

**The parties agree to establish a union/management committee at each site. Membership on the Union committee shall be up to two (2) employees and the Secretary Business Manager of the Union or, his/her representative. ARAMARK shall have equal representation on the committee. The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and Committee members shall be compensated at the regular straight time hourly rate.**

## **Employer Committee**

The Employer shall designate individuals to represent the Employer for labour relations purposes of whom one person shall be designated as chairperson. At all times the Employer shall keep the Union informed of the names of its designates.

## **Union Committee**

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. At all times the Union shall keep the Employer informed of the individual membership of the Committee

## **ARTICLE 12 - SENIORITY**

### **12.03 Temporary Promotion, Transfer, or 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 in circumstances other than emergencies, it becomes necessary to temporarily reassign an employee for operational purposes, the employer shall reassign the least senior qualified employee which results in minimal disruption of the workplace**

### **12.06 Loss of Seniority**

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

### **12.07 Seniority Defined**

Seniority shall be defined as the total accumulated hours, **exclusive of overtime**, calculated from the date the employee last entered the service of ARAMARK.

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

### **13.05 Transfers within Worksites**

**Add the following to Article 13.05:**

**Copies of the Employer's transfer application forms shall be posted on the bulletin boards for employees' information**

### **13.06 (New)**

**Where the absence of one or more employees occurs the employer will make every reasonable effort to redistribute work responsibilities through reassignment of priorities, reassignment of work, and utilization of casual staff to minimize the impact on employees.**

**An employee who believes their workload is unsafe shall discuss the problem with their immediate supervisor.**

### **(NEW) 16.04 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 18 – TRAINING**

### **18.01 Purpose of Training**

The Employer and the Union agree to promote, wherever possible, the training or retraining of employees to improve their job skills related to their employment. It is understood that the employee will be adequately trained to perform their work. Employees may be asked to confirm in writing that they have received training.

**The Employer is responsible for ensuring the documentation of employee training.**



**18.02 Paid Training**

Employees, when directed by the Employer to attend compulsory training courses pertaining to operations shall be paid in accordance with the provisions of the Collective Agreement.

**When an employee is assigned to an area where they have not previously worked, an orientation to that area will be provided. Where the employee's skill levels are not transferable to the new area, appropriate training will be provided.**

**20.04 Shift and Remote Premiums**

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

**ARTICLE 21 - OVERTIME**

**21.01**

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

**For the purpose of determining overtime entitlement, time paid in accordance with approved Employer paid Leaves of Absence will be considered as time worked.**

**ARTICLE 26 - STATUTORY HOLIDAYS**

**26.01 Statutory Holidays**

The parties have agreed to move the language of LOU Re: Art. 26 to the body of language.

**ARTICLE 29 - SICK LEAVE, W.C.B, RETURN TO WORK**

**29.01 Employer will adjust the Benefits Booklet to reflect the Collective Agreement April 28/09**

## 29.07 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. Employees shall participate in the Company's Modified Work Program in accordance with the Company's **modified work Policy, dated February, 2008. In compliance with the Worker's Compensation Act the employer will, when determining a return to work assignment, take into consideration the defined medical restrictions.**
- (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.
- (d) **When an employee is being given a modified assignment in conformity with the above he/she may request the presence of a Union representative or a Health and Safety committee member. The details of the return to work program will be confirmed in writing to the employee.**

## ARTICLE 36 – WORK CLOTHING AND EMPLOYER PROPERTY

### 36.03 Personal Protective Equipment (PPE)

- 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 **to safely complete the job. The employer will ensure adequate Personal Protective Equipment (PPE) are provided to employees to complete assigned work. Any absence of Personal Protective Equipment (PPE) shall be immediately reported to the Supervisor.**
- 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 established standards.

## Article 37.02 (New) – Reconciling Deficient Pay

In the event of a payroll error resulting in an underpayment of \$75.00 or less for the pay period, the correction will be made on the subsequent pay.

In the event of a payroll error resulting in an underpayment in excess of \$75.00 for the pay period, at the request of the employee, the correction will be made on a cheque issued within three banking days of the employer being notified.

In the event of an overpayment, the parties agree that the employer is entitled to recover the amount from monies owed the employee.

## Article 42 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**.

## ARTICLE 45 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

**45.07** Seniority List – A master casual employee seniority list shall be revised and updated every ~~six (6)~~ **three (3)** months as of the last date of the payroll period immediately prior to January 1, **April 1** and 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. Employment during the probationary period will be at management’s discretion which will be exercised in fair manner. Call in for work during the probationary period will be conducted in a fair and equitable 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.

**45.08** Call in procedure – All requests shall be recorded in a log which will show the name of the employees requested to perform the work, **the date and time the vacancy occurred, and for information purposes only, the assignment,** whether the employee accepted or declined the call to work or failed to answer the call, the time of the call and the caller's initials.

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.

**45.12** If a casual employee ~~for any reason is scheduled to work~~ twenty (20) or more hours per week for a period of more than three months, or if the employer is aware that the position a casual employee is relieving in will last longer than three months, such casual employee shall be enrolled in the Company's Health and Welfare benefits in accordance with the Company's Health and Welfare Plan.