

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.

September 15, 2013





HOSPITAL EMPLOYEES' UNION

BACKGROUND

Tentative agreement includes significant benefit improvements, modest wage increases and more rights

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

After nearly one year of negotiations and the intervention of an outside mediator, the Hospital Employees' Union has reached a tentative agreement with Sodexo that provides significant new benefits and modest wage improvements while addressing members' priorities in the area of workplace rights.

The agreement was reached on September 15 and will assist the union in reaching settlements for members employed by other hospital contractors like Aramark, Compass-Marquise and Acciona.

From the onset of bargaining in October, 2012, the union bargaining committee has been clear with the employer that workers needed a fair and reasonable wage increase, health benefit improvements, and greater respect and dignity in the workplace.

The agreement, which is being unanimously recommended by the bargaining committee, addresses many member priorities and was reached despite a difficult negotiating climate.

HEU secretary-business manager Bonnie Pearson says the newly re-elected provincial government has passed a budget that will force health authorities to make huge cuts to health services and is putting pressure on every part of the system including in its commercial contracts with Sodexo and other multinationals now active in B.C.'s health care system.

Main points

- Ratification votes and meetings start October 3. Check your worksite bulletin board to find out where and when you vote.
- Four-year agreement (October 1, 2012 to September 30, 2016)
- Wage increases for most workers of \$1 an hour over the term of the agreement including 20 cents an hour retroactive to October 1, 2012.
- Prescription drug card (no out-of-pocket payments), 100 per cent employer-paid drug coverage based on Pharmacare guide, and elimination of \$2000 cap on prescription drug coverage (all effective March 1, 2014)
- Improved vision care and other benefits including coverage for orthotic inserts (effective March 1, 2014)
- Dental coverage increases to 90 per cent employer-paid by March 1, 2014 and major dental and orthodontic coverage is added on September 1, 2016.
- Stronger protections against harassment, fairer probationary period and evaluation process.
- HEU's Sodexo bargaining committee unanimously recommends members vote in favour of the agreement.



“Our bargaining committee took a smart and strategic approach to bargaining that has resulted in very important improvements to the collective agreement despite the bleak bargaining climate,” says Pearson.

“This agreement will provide our members with more security in the workplace, a better quality of life for their families, and better care for our patients and residents.”

The tentative agreement with Sodexo is the result of 11 months of bargaining that included close coordination with the Aramark and Compass-Marquise bargaining tables.

The final agreement was reached with the assistance of mediator Mark Atkinson.

Modest wage improvements

TERM

The proposed term of the agreement is four (4) years from October 1, 2012 to September 30, 2016.

The bargaining committee decided that agreeing to a four-year term would provide some employment security and there is very little likelihood we would make additional gains with a two-or-three-year deal given the government’s stated actions to provide no additional funding to health authorities.

WAGES

Every classification will receive an across the board general wage increase of one dollar during the four-year term.

Retroactive wages will be paid to employees who are on payroll at the date of ratification – October 11, 2013.

	CURRENT	Oct.1/12	Oct.1/13	Oct.1/14	Oct.1/15	Apr.1/16	Total Percentage
Dietary Aide	\$15.00	\$15.20	\$15.35	\$15.60	\$15.90	\$16.00	6.67%
Dietary Clerk/Retail Aide	\$15.00	\$15.20	\$15.35	\$15.60	\$15.90	\$16.00	6.67%
Cook 1	\$19.87	\$20.07	\$20.22	\$20.47	\$20.77	\$20.87	5.03%
Cook 2	\$18.06	\$18.26	\$18.41	\$18.66	\$18.96	\$19.06	5.54%
Stores/Receivers	\$18.06	\$18.26	\$18.41	\$18.66	\$18.96	\$19.06	5.54%
Housekeeping	\$15.00	\$15.20	\$15.35	\$15.60	\$15.90	\$16.00	6.67%
Lead Hand	\$16.20	\$16.40	\$16.55	\$16.80	\$17.10	\$17.20	6.17%

With great reluctance the bargaining committee agreed to a rate of pay for retail aides hired after October 1, 2013 that establishes a lower grid for that specific classification.

	Oct.1/13	Oct.1/14	Oct.1/15	Apr.1/16
New Hire Retail (excluding cooks)	\$13.75	\$14.00	\$14.30	\$14.45

From the very beginning of bargaining one of the employer’s major objectives was to secure cost savings in their retail operations by cutting wages for all current retail employees. Although the committee was successful in rejecting the employers efforts to roll back and/or freeze retail employee rates of pay, we did accept a lower retail aide rate of pay for new hires. This was one of the most difficult decisions for your bargaining committee and had to be made in the final hour of bargaining.

The proposed new retail aide rate of pay will apply to new hires in retail food services, in the classification of Retail Aide only, at five locations (Vancouver General Hospital, St. Paul’s Hospital, UBC Hospital, Lions’ Gate Hospital and Richmond Hospital). We did negotiate that instead of a probationary pay rate of \$1.00 per hour less – the retail aide probationary rate of pay is now .50 cents per hour less than the regular rate of pay.

No other worksite locations or classifications are impacted by the new hire retail aide rates of pay. And current employees in these same five locations will receive all of the general wage increases on the regular schedule

SODEXO STARBUCKS AT RICHMOND HOSPITAL

Sodexo Starbucks employees voted to join the union October 26, 2012.

Employees will receive pay of 20 cents an hour retroactive to the date of joining the union, and then a significant wage increase October 1, 2013.

Classification	Current	Oct. 26/12	Oct. 1/13	Oct. 1/14	Oct. 1/15	Apr. 1/16	Total increase
Barista	\$10.95	\$11.15	\$12.10	\$12.20	\$12.25	\$12.30	12.3%
AST	\$11.20	\$11.40	\$12.85	\$12.95	\$13.00	\$13.05	16.5%

Significant benefit improvements (Article 34)

Of the approximately 1341 HEU members employed by Sodexo – about 65 per cent are enrolled in the existing Sodexo benefit plans and more than two-thirds have also enrolled their family and/or dependents.

From the bargaining surveys and the bargaining conference the bargaining committee understood that health care plan improvements were a top priority for members.

The union consulted with benefit experts who identified the major deficiencies in the existing plan and provided advice to the committee about some of the meaningful improvements we should strive to achieve.

Questions have been raised as to why we agreed to an implementation date of March 1, 2014 for the benefit improvements. There are several important reasons for the future dating.

The changeover from the Great West Life drug plan to the BC PharmaCare drug plan will take some time to implement. As well, the union wants to support members so that in the event of any issues or concerns arising we have time to assist before the change actually occurs.

More details will follow and information will be available at the report out meetings and in the coming months. We also know from experience that implementing a prescription drug card takes several months to ensure all employees have their cards.

If the tentative agreement is ratified members enrolled in the benefit plan will receive the following changes without any increase to the 30 per cent premium paid by employees, effective March 1, 2014:

PRESCRIPTION DRUG PLAN

The existing Great West Life drug plan will be replaced with the BC PharmaCare drug plan. (See Attached Appendix A for an explanation of Fair PharmaCare)

Members will be provided with a pay direct drug card. This means you will not have to pay out of pocket for your prescription drug and then file for reimbursement.

The annual \$2,000 maximum on prescription drug claims is removed.

A dispensing fee deductible will be required if the dispensing fee charged is in excess of the BC Pharmacare plan. The current dispensing fee covered by BC Pharmacare is \$9.10. A dispensing fee in excess of this amount is paid by the member.

OTHER HEALTH CARE PLAN IMPROVEMENTS

- Members will be eligible to continue all benefits to the earlier of age 70, retirement or termination of employment. (including Group Life, AD&D, Health and Dental). This is an increase from age 65.
- Vision Care benefits are increased from \$200 to \$250 every 24 months for eyeglasses or contact lenses.
- A new “orthotic insert” benefit is added to the package to a maximum of \$150 every two calendar years.

- The current paramedical coverage will increase from \$400 to \$500 per person per calendar year. Paramedical coverage includes: Physiotherapist, Psychologist, Chiropractor, Massage Therapist, Acupuncturist, Naturopath.
- A new coverage for cancer wigs is added to the package to a maximum of \$500 per lifetime.

There are other additional benefits, effective March 1, 2014, which **will** result in an increase to the 30 per cent premium costs employees currently pay.

- Group life Insurance will increase from \$25,000 to \$30,000.
- Accidental Death and Dismemberment coverage will increase from \$25,000 to \$30,000.
- Prescription drug coinsurance will increase from 90 per cent to 100 per cent. Eligible drugs will be covered 100 per cent.
- Basic dental plan coverage will increase from 80 per cent to 90 per cent. The annual maximum of \$1,500 is unchanged.

These four benefit improvement will increase members bi-weekly premium payments by approximately: Single \$2.87 bi-weekly; Family (4) \$6.57 bi-weekly

ADDING FAMILY DAY TO THE LIST OF STATUTORY HOLIDAYS (ARTICLE 25)

The new statutory holiday proclaimed by the provincial government, Family Day, will be added to the collective agreement list of holidays and that increases the number of statutory holiday entitlements from nine (9) to ten (10) statutory holidays per year.

VACATION – ADMINISTRATIVE CHANGES FOR VANCOUVER COASTAL WORKSITES (ARTICLE 26)

The proposed change in Appendix B will reflect the current practice of selection for vacation and the vacation period time frames in Vancouver Coastal worksites. (See Appendix B)

BEREAVEMENT LEAVE IMPROVED TO COVER TRAVEL TIME (ARTICLE 27)

Currently, regular employees receive three (3) days with pay in the event of a death in the immediate family. Travel time to attend a service has frequently been raised by members as an issue not covered by the collective agreement.

New language is proposed that provides for an additional two days without pay when travel is necessary.

x.x An additional two (2) consecutive days without pay may be granted to employees who are required to travel in order to attend the funeral.

MAINTAINING BENEFITS WHILE ON UNPAID LEAVE (ARTICLE 31)

When an employee will be on an unpaid leave of absence longer than twenty (20) working days the employee must provide postdated cheques to the employer to continue benefit coverage.

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

MATERNITY AND PARENTAL LEAVE (ARTICLE 32)

The changes underlined below update the language to reflect improvements to the *Employment Standards Act*. Parental leave has increased from twelve (12) weeks to an entitlement of thirty seven (37) weeks.

32.02 Parental Leave for Birth and Adopting Parents

Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35)) consecutive weeks in the case of a birth mother who takes maternity leave. The leave period may be extended by an additional five (5) weeks in accordance with 51 (2) of the Employment Standards Act.

FAMILY RESPONSIBILITY LEAVE (ARTICLE 33)

Employees are entitled up to five days of unpaid leave during each employment year to meet your responsibilities for the care, health or education of a child or immediate family member. For example, you may need a day off from work to attend to a school function, or a medical need for your immediate family.

A new paragraph is proposed:

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

This provision ensures that employees who take unpaid family responsibility leave do not have to pay additional benefit costs or lose any seniority hours.

PENSION

In the Spring of 2012 at the Support Services Bargaining Conference members spoke strongly about needing a pension in this sector. The challenge for the bargaining committee was balancing members' demands for a pension with the many other financial demands particularly in wages and health and welfare benefits.

We decided that the financial situation made it necessary to allocate the dollars to wages and benefits.

Notwithstanding this decision, we did reach agreement with the employer in two areas

1. Letter of Understanding to be attached to the collective agreement as follows:

Each party will appoint a pension expert to discuss and investigate the feasibility of providing a pension and/or a retirement scheme for employees covered by this agreement.

Each party pays the cost of their own representative

Sodexo will provide the employee data necessary to conduct the investigation

The parties will mutually agree on any external expertise required and agree to equally share any associated costs.

The committee will make non binding recommendations within one year of the first meeting or discussion of the issue.

The purpose of the Letter of Understanding is to prepare appropriate and accurate information for members to consider at HEU's next member bargaining conference prior to our next round of negotiations with the employer.

And

2. Employees may choose to enroll in the Great West Life Registered Retirement Savings Plan with payroll deductions. There is no matching employer contribution.

Respect and Dignity

Making improvements to the collective agreement to protect employees from workplace intimidation, bullying and favouritism were key issues identified by members in the lead up to bargaining in 2012.

And significant additions of new language to the collective agreement will help all union members, supervisors and managers understand their rights and obligations.

HARASSMENT (ARTICLE 1)

With support from shop stewards, the new articles "Principle of Fair Treatment", "Shared Responsibility" and "Attempt to Resolve" will provide much greater protection for all employees to work in dignity.

The following underlined Articles have been added to the **Article 1** provisions on Personal and Sexual Harassment.

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

1.04 Personal and Sexual Harassment

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

Please note that throughout this report, new additions to the contract are underlined but included with existing provisions to provide context.

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

- (1) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.

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

- (3) Examples of harassment are:

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

- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- (1) Sexual solicitation or advance or inappropriate touching or sexual assault;
- (2) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(x) Principle of Fair Treatment:

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

(x) Shared Responsibility:

The Employer and the Union acknowledge a shared responsibility to:

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

(x) Policy:

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

(c) Attempt To Resolve

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

CASUAL ENTITLEMENT AND CALL IN PROCEDURES (ARTICLE 46)

Changes to this article are intended to provide casual and part-time regular employees who are registered for casual work, with clear expectations, rights and responsibilities to be available for work, to decline work and to be scheduled for work.

At the same time, these changes provide the employer with a specified period of time within which they can expect casual employees to respond to calls to work.

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

46.08 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, the date and time the employer became aware of the vacancy.

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

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

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

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

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

46.14 A Starbucks casual employee may be scheduled in advance in accordance with the scheduling provisions in Article 18.

CHANGES TO THE UNION/MANAGEMENT COMMITTEE (ARTICLE 6)

In addition to allowing both the union and employer to designate additional committee members on an as-needed basis, a new sentence has been added to Article 6.03 (Union/Management Committee Meetings).

The new section (a) (5) provides that the labour management meeting consider employee input for improvement in quality of services and operational efficiencies.

YOUR RIGHT TO HAVE A SHOP STEWARD (ARTICLE 7.07)

A new section has been added to this article to ensure that you can have a union shop steward present when facing the employer.

7.07 If an employee elects Union representation, then the meeting will not proceed until such representation is available, providing that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours.

CHANGES TO THE PROBATIONARY PERIOD (ARTICLE 10)

The probationary period for part-time and casual employees has been reduced from 520 hours of work or six months, whichever comes first, to 488 hours of work or six months, whichever comes first.

BETTER ACCESS TO YOUR PERSONNEL FILE (ARTICLE 11.01)

Improvements to the language in this article provide employees with new rights to comment on and receive copies of information in evaluation reports and your personnel file.

11.01 Employees shall have the right to comment in writing on any evaluation.

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

MORE TIME TO ASSESS YOUR NEW JOB (ARTICLE 12.02 (A) (I))

The assessment period in a new job at the same worksite has been increased from five (5) to ten (10) working days. This change will give employees and supervisors more time to assess whether the new job is acceptable.

JOB POSTINGS AND APPLICATIONS (ARTICLE 13)

There are two proposed changes to Article 13 designed to protect jobs and provide blocks of work for registered casuals.

The first change is article 13.02 (e) and the purpose of the change is to track and maintain regular full- and part-time positions and give the union the right to propose alternatives if the employer considers reducing staffing levels.

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

The second change is Article 13.05 Temporary Vacancies less than 45 Days

13.05 (a) (iv) The Employer will give preference to filling such vacancies as a single block of time.

The effect of this change is that when the employer fills a vacancy that is known to be for more than one day, but less than 45 days, the employer will try to fill that vacancy with one person.

For example: A member books two weeks' vacation creating a ten-day block of work. The employer will attempt to fill that vacancy with the senior casual or part-time regular employee, provided no overtime would accrue.

KEEPING AN EYE ON JOB DESCRIPTIONS (ARTICLE 14)

New language requires the employer to notify the union in advance of making any changes to existing job descriptions and to provide the union with an opportunity to discuss pending changes with the employer.

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

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

ADVANCE NOTICE OF TRAINING OPPORTUNITIES (ARTICLE 17)

The purpose of the proposed changes are to provide advance notice to all employees when the employer is offering training opportunities and to provide training opportunities on the basis of seniority for employees who request training.

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

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

SHIFT EXCHANGE (ARTICLE 18)

Switching shifts won't be unreasonably denied.

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

CLEAR LANGUAGE ON REST AND MEAL PERIODS (ARTICLE 19)

A new article has been added to clarify break entitlements for various lengths of shift.

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

<u>Paid Hours</u>	<u>Meal Break</u>	<u>Rest Break</u>
5 or less	None	1 paid 15 minutes
More than 5 but less than 7.5	One-half hour unpaid	1 paid 15 minutes
7.5 or more hours	One-half hour unpaid	2 paid 15 minutes

BETTER ACCESS TO OVERTIME (ARTICLE 20)

The current language of Article 20.08 did not permit overtime to be offered to casual employees.

The new article gives access to overtime to regular and casual employees in order of seniority. It has been changed to allow up to four (4) hours of overtime to be offered first in order of seniority to employees who are at work or commencing work at the time the overtime occurs (regardless of regular or casual status).

Overtime in excess of four (4) hours must be offered in order of seniority to employees on a day off (regardless of regular or casual status).

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

TECHNOLOGICAL CHANGE AND/OR LOSS OF WORK (ARTICLE 16)

There have been a number of grievances filed to access severance pay entitlements for laid off employees. The union and employer have agreed to new language in Article 16.02 to clarify the parties intention to ensure no employee receives less than employment standards notification for layoff and/or severance pay.

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

- (a) An employee who has completed three (3) months of service; no less that fourteen (14) days' notice;
- (b) An employee who has completed one (1) year of service but less than three (3) yers of service; no less than fourteen days' notice
- (c) An employee who has completed three (3) years of service or more; no less than twenty one (21) days' notice' plus one (1) additional week per year of service to a maximum of eight (8) weeks.
- (d) A reduction in the normal hours of work of a regular employee shall be considered a layoff.

Further changes to Article 16 include amendments to Articles 16.05 and 16.06.

The new article 16.05 identifies the five (5) retail locations where closures occur and/or a reduction in hours may occur, generally due to seasonal fluctuations or to holiday closures. The proposed language requires the employer to identify on job postings for retail food positions that temporary closures and/or reductions in hours may occur.

The language also identifies the process for notification of changes to employees and sets out employee options and confirms that hours are offered in order of seniority when temporary reductions in hours occur.

NEW 16.05 Temporary Closure or Reduction in Hours of Retail Food Service – Two (2) weeks Duration or less- Vancouver Coastal Health Authority Worksites-VGH, Richmond Hospital, UBC, Lions Gate Hospital, St. Paul's Hospital

- (1) The Union will be provided with no less than fourteen (14) days' notice of any temporary closure or temporary reduction of a retail food service for two (2) weeks duration or less. Temporary closures or temporary reductions do not require section 54 notice of significant change.
- (2) Retail employees will be notified of a temporary closure or temporary reduction in hours of work in accordance with article 18 – Scheduling Provisions.
- (3) When a temporary reduction in hours of work occurs, the Employer will make every effort to provide the available hours to employees in order of seniority, provided the employee is trained and qualified to do the work.
- (4) Notwithstanding 16.05 (3) - a regular employee may, at her/his sole discretion, choose one of the following options:
 - i. Accept the layoff or reduction in hours.
 - ii. Accept the layoff or reduction in hours and be assigned available casual hours ahead of casual call in for work.
 - iii. Elect unpaid leave or take vacation entitlement earned.
- (5) All job postings in retail food services will indicate that Temporary Closures and/or Temporary reductions in hours of work occur pursuant to article 16.05.

Amendments to article 16.06 will provide employees facing layoff with additional options.

16.06 Layoff/Reduction in Hours

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

- (i) Accept the layoff or reduction in hours.
- (ii) Accept a vacant position at the worksite.
- (iii) Displace the most junior employee at the worksite with the same number of hours in the job classification for which he/she has the certificates of qualification (if required) and the ability to do the work.

If a position is not available with the same number of hours, the employee may displace the most junior employee at the worksite with the next fewer hours within the job classification for which he/she has the certificates of qualification (if required) and the ability to do the work.
- (iv) Be placed on the casual list. Employees who elect to be placed on the casual list shall not relinquish their recall rights, as described in clause 16.07.
- (v) Be placed on the recall list.

ADDITION TO ARTICLE 26 VACATION

The new language in 26.02 (d) requires the employer to respond within fourteen (14) days to requests for vacation which are submitted outside of the normal times as set out in 26.02 (b) and (c).

Approval for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements. The employer will respond to such requests within fourteen (14) days.

HEALTH AND SAFETY, AND QUALITY HEALTH CARE

SICK LEAVE, WCB, RETURN TO WORK (ARTICLE 28)

If the employer requires an employee to prove illness and you are charged by your doctor for a note, you will now be able to claim a maximum of \$15.00.

28.02 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The Employer will reimburse employees for any costs associated with obtaining a doctor's note to a maximum of fifteen (\$15.00) dollars, if required by the Employer to prove sickness.

WORK CLOTHING AND EMPLOYER PROPERTY (ARTICLE 36)

Members identified several areas of concern related to fit, style, fabric and number of uniforms provided to employees. New language was negotiated to address these issues.

New 36.01 (a) (iii) The Employer will supply each regular full time employee with five (5) uniforms and part-time regular and casual employees with two (2) uniforms.

New 36.01 (c) The Employer will solicit employee input, via the Union Management Committee, prior to implementing any change in employee uniforms.

SUPPLIES

We have a commitment from the employer in the proposed amendment to Article 36.03 (a) below that supervisors will provide supplies to employees when it is brought to their attention. It will be very important for employees and shop stewards to monitor and enforce this new language to ensure appropriate steps are taken when concerns are identified.

Amendment to 36.03 (a)

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

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

Finally, for safety reasons employees have been required to wear certified non-slip or slip-resistant work shoes. That requirement is now in the collective agreement.

New 36.03 (c) Employees shall supply and wear certified non slip or slip resistant work shoes.

VACCINATION, INOCULATION (ARTICLE 39.02)

To expand employee awareness, safety effectiveness and training as well as to provide stronger protections for workers and patients, a new paragraph will be added to article 39.02.

In-service will include definitions of commonly encountered infectious diseases and precautions (standards, contact, airborne, blood borne); use of personal protective equipment (PPE) and cleaning and handling procedures.

OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION (ARTICLE 40)

An effective and educated health and safety committee will be an asset for all employees and the employer. The parties agreed to add new language to ensure OH&S members understand their rights and obligations on the Committee.

There are also new provisions clarifying the accident investigation responsibilities of committee members, including the requirement to make a report with their findings and recommendations.

Finally, there is a new article setting out the right to refuse unsafe work in accordance with WorkSafe BC. Essentially this means that a worker must not carry out or cause to be carried out any work if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

This new Paragraph is added to Article 40.01

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The role of the health and safety committee has been included Article 40.02 as follows:

The promotion of safe work practices;

Assisting in creating a safe and healthy workplace:

Reviewing procedures and recommending actions which will improve the effectiveness of the Occupational Health and Safety program;

Promoting compliance with the WorkSafe BC Occupational Health and Safety Regulations; and

Promptly investigating accidents.

Amendments to Article 40.04 Training and Orientation include:

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

New Article 40.xx Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) representative of the Employer and report to the Employer on the committee's findings and recommendations. In the event of a fatality, the Employer shall immediately notify the Union representative and the Bargaining Unit Chairperson.

New Article 40.xx Right to Refuse Work.

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

Other

TRANSLINK EMPLOYER PASS PROGRAM (LETTER OF UNDERSTANDING #1)

Translink has terminated their employer pass program effective December 31, 2013 therefore the LOU in the collective agreement was not renewed.

APPENDIX A

WHAT IS THE PHARMACARE TIE-IN?

The benefits provider Great West Life will not change. Your coverage for prescription drugs under the new plan will be based on the list of generic and brand name drugs included in the B.C.'s Fair PharmaCare drug formulary.

The “formulary” is a list of drugs that will be covered under the extended health plan when the changes take place on March 1, 2014.

WHAT'S THE DIFFERENCE BETWEEN GENERIC DRUGS AND BRAND NAME DRUGS?

Generic drugs are basically versions of brand name drugs that have the same therapeutic value as those more expensive drugs. Not all brand name drugs have a generic alternative, but many do.

WHY ARE WE CHANGING THE WAY OUR DRUGS ARE COVERED?

Brand name prescription drugs are now the biggest cost in our health care system and our health benefits plan.

These drugs have become so expensive that many employers are looking for ways to reduce their extended health plan costs. In this round of bargaining the bargaining committee looked for savings that could be used to improve the overall benefits available to members.

The PharmaCare tie-in is an effective way to do this. It encourages the use of lower-cost generic drugs wherever they are available and therapeutically equal to the brand name drug.

By helping save money in this area the committee was able to increase the value of this benefit for members. For instance, the employer now covers 100 per cent of the costs of the drug plan, the \$2000 cap has been removed and members will receive a drug card.

WHICH DRUGS ARE COVERED?

The generic and brand name drugs that will be covered by Great West Life as of March 1, 2014, are those that are listed on the B.C. Fair PharmaCare Formulary.

Members who are taking a particular drug and want to know if it is covered, should contact their pharmacist or doctor well before March 1, 2014 when the PharmaCare tie-in comes into effect.

Generally speaking, wherever there is a generic alternative to a brand name drug – and there is no therapeutic (medical) reason why the generic alternative cannot be taken – the generic will be covered.

Members can choose to keep taking the brand-name drug, but the drug plan will only cover the cost of the drug up to the price of the generic.

WHAT IS A SPECIAL AUTHORITY?

In some cases, a generic drug that is available may not be medically appropriate for an individual. In this situation, a doctor can send PharmaCare a “special authority” request, asking that the brand name drug be covered because there is a MEDICAL reason why the generic equivalent does not or will not work (i.e. allergy to the filler in the generic, previously tried with adverse reactions, etc.).

If the request is granted, the cost of the brand name drug WILL be covered.

The most important thing to do is talk to your doctor or your pharmacist as soon as possible to make sure that members are ready for the change on March 1, 2014.

**APPENDIX B - VACATION
(VANCOUVER COASTAL HEALTH AUTHORITY ONLY)**

This proposal is to clarify inclusion of the existing Letter Of Understanding Re: Vacation Periods, Approval and Splitting in the HEU and Sodexo Vancouver Coastal Health Authority Worksites Collective Agreement

Article 26 Vacation Entitlement

26.01 Maintain existing language (WOP to Union's current proposal to increase vacation entitlement)

26.02 Vacation Period

- (a) By July 15 of each year, all regular employees must submit a written request for vacation to be taken between September 1 of that calendar year and August 31 of the following calendar year.
- (b) By August 1 of each year, the Employer will respond in writing to all vacation request received by July 15. All approvals shall be based upon seniority subject to operational requirements and in accordance with Article 26.03.
- (c) The Employer will post the approved vacation schedule on the bulletin board.
- (d) Approval for vacation requests submitted after July 15 of each year shall be done on a first come, first serve basis, subject to operational requirements.

Article 26.03 Splitting of Vacation Periods

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

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

First choices must be for blocks of at least five (5) continuous days. Additional choices can be for one (1) or more days.
- (c) Employees may choose to leave some portion of their vacation entitlement unscheduled, but shall submit a request for a block of at least five (5) days by July 15 of the previous vacation year in accordance with Article 26.02 (a).

- (d) Unscheduled vacation may be requested later in the year, but will be subject to Article 26.02 (d).
- (e) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (f) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency except by mutual agreement between the employee and the Employer.

Approval of vacation requests will be as follows:

1st Step All first choices must be for blocks of at least five days.

These will be approved in order of seniority; then

2nd Step All second choices will be approved in order of seniority;

then

3rd Step All third choices will be approved in order of seniority;

Then

4th Step All fourth and additional choices will be approved in order

of seniority

Remainder of articles unchanged.