

**COLLECTIVE AGREEMENT
BETWEEN**



HOSPITAL EMPLOYEES' UNION

AND

**SODEXO CANADA LTD.
(GERMAN CANADIAN CARE HOME)
WORKSITES**

October 1, 2016 to September 30, 2020

NOTE: Underlined text is new language for 2016 – 2020

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement. The parties agree to foster and promote an environment free from harassment.

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

1.02 Human Rights Code

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

1.03 No Discrimination for Union Activity

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

1.04 Personal and Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary representing an employee engaging in sexual harassment in the workplace.
- (b) Harassment means any objectionable conduct or display by a person(s) that is directed at an Employee and is disrespectful behaviour or misuse of power such as intimidation, threats, coercion, belittling or favouritism. It may be a single incident or a series of incidents. Personal harassment is:
- (1) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability,

marital status, family status or conviction of an offence for which a pardon was granted.

- (2) Deliberate gestures, comments, questions, representations, bullying, or other behavior that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.
- (3) Examples of harassment are:
 - i) verbal abuse or threats;
 - ii) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
 - iii) displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
 - iv) practical jokes which cause awkwardness or embarrassment;
 - v) unwelcome invitations or requests, whether indirect, explicit or intimidating;
 - vi) leering or other gestures;
 - vii) unnecessary physical contact such as touching, patting, pinching or punching;
 - viii) physical assault; and
 - ix) bullying

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

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

1.05 Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the

Employer and the Union do not and will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

1.06 Shared Responsibility

The Employer and the Union acknowledge a shared responsibility to:

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

1.07 Policy

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

1.08 Attempt To Resolve

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

designate, either directly or through the Union. The District Manager or designate, shall deal with the complaint with all possible confidentiality and discretion.

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

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

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

- 5) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities. Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Recognition

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

2.02 Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the union. At the time of hire each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make

such deductions.

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

2.03 Information and Dues Remitted to the Union

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

2.04 New Employees

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

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

2.05 Income Tax Receipts

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

2.06 Union Bulletin Boards and Filing Cabinet

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

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

2.07 Maintenance of Union Membership

- (a) All employees in the bargaining unit who are members of the Union shall maintain membership in the Union as a condition of employment.
- (b) The maintenance of membership will be subject to the applicable Labour Legislation.

2.08 Indemnification

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

2.09 Exception to Grievance Procedures

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

Grievance Procedure

2.10 Shop Stewards

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

2.11 Union Representative Visits

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

2.12 Badges and Insignia

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

ARTICLE 3 - DEFINITIONS

Spouse – a legal marriage under the authority of a marriage certificate or a common-law relationship where two people have cohabited as spousal partners for a period of not less than one

year. For the purpose of this Agreement, an employee can have only one person designated as a spouse. It is incumbent on the employee to provide evidence of the spousal relationship as requested.

ARTICLE 4 - EMPLOYER RIGHTS

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

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

4.02 Managers Excluded from Bargaining Unit Work

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

4.03 Volunteers

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

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

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

ARTICLE 6 - UNION/MANAGEMENT COMMITTEE

6.01 Employer Committee

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

6.02 Union Committee

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

6.03 Union/Management Committee Meetings

(a) The Union Committee and the Secretary Business Manager of the Union or his/her designate, shall, as occasion warrants, meet with the Employer for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s) concerned including issues of workload. Such meetings may discuss other issues relating to the workplace that affect the parties or

any employee bound by this agreement, including, but not limited to:

- (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) Correcting conditions causing misunderstandings;
 - (3) Dealing with matters referred to in this Agreement;
 - (4) Planning, training and skills upgrading for those employees affected by technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.
 - (5) Consider employee input for improvement in quality of services and operational efficiencies.
- (b) Grievances of a general/ policy nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 7.02 no later than thirty (30) days of the Union becoming aware of the issue.
- (c) All Union/Management Committee meetings shall be held as promptly as possible on request by either party.
- (d) The time spent by members of the Union Committee in the course of their employment shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

A shop steward or Union committee member shall obtain the permission of his/her immediate supervisor prior to leaving their work duties to undertake their Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. Paid leave will be granted for:

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

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

7.02 Grievance Procedure

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

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

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

STEP ONE:

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

STEP TWO:

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

STEP THREE:

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

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

7.03 Time limits

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

7.04 Technical Objections to Grievances

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

7.05 Industry Troubleshooter

Where a difference arises between the parties relating to the

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

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

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

The parties shall jointly bear the cost of the troubleshooter.

7.06 Expedited Arbitrations

- (1) Grievances for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be mutually agreed to by the parties.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (7) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (8) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (9) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (10) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (11) The expedited arbitrators, who shall act as sole arbitrators, shall be C. Sullivan; V.L. Ready; J. Dorsey; J. Gordon;
- (12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

7.07 Right to Have a Steward Present

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

7.08 Past Discipline or Warning

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

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

7.09 Dismissal/Suspension for Alleged Cause

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

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

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

List of Arbitrators:

Rod Germaine	Irene Holden	Vincent L. Ready
Nicolas Glass	Daniel Johnson	Glenn Sigurdson
Joan Gordon		

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

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

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

8.02 Authority of Arbitration Board

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

8.03 Reinstatement of Employees

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

8.04 Expenses of Arbitration Board

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

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

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

Regular Full-Time Employees:

A regular full-time employee is one who is regularly scheduled to

work at least thirty-seven and a half (37.5) hours per week.

Regular Part-Time Employees:

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

Casual Employees:

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

ARTICLE 10 - PROBATIONARY PERIOD

10.01 Employees hired as regular full time employees shall be probationary employees for the first three (3) months of continuous service. Employees hired as part-time and casual employees shall be probationary employees for the first four hundred eighty eight (488) hours of work or six (6) months of continuous service with the employer, whichever comes first. By written mutual agreement between the Employer and the Union, the probationary period may be extended by thirty (30) calendar days provided written reasons are given for requesting such extension.

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

10.03 Rejection During Probation

(a) A rejection during probation shall not be considered a dismissal. The test of just cause for rejection shall be the

probationary employee's suitability for continued employment. The Employer agrees that the factors used to address suitability must affect work performance.

- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 7 – Grievances, grieve the decision.

ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILE

11.01 Evaluation Reports

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

11.02 Personnel File

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

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

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

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

ARTICLE 12 – SENIORITY

Definition

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

12.01 Promotion, Transfer and Temporary Vacancies

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

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

12.02 Assessment Period

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

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

12.03 Temporary Promotion, Transfer, Demotion, Reassignment

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

When an employee is temporarily reassigned for operational reasons, the most junior qualified employee that results in the least disruption to the work environment will be selected.

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

12.04 Seniority Hours

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

12.05 Loss of Seniority

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

- (a) Voluntary resignation, or

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

12.06 Bridging of Service

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

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

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

ARTICLE 13 - JOB POSTINGS AND APPLICATIONS

13.01 Job Postings and Applications

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

13.02 Information on Postings

- (a) All job postings shall indicate the following:

- Date of posting and closing date of posting
 - Start date of position
 - Pay rate
 - Work days and days off (excluding float)
 - Hours of work
 - Employment status per Article 9.01
 - Start and Stop times (excluding float)
 - Required Qualifications
 - Worksite
 - Work area and job number (excluding float)
 - Summary of job description/job duties
 - Employees can be reassigned in accordance with the Collective Agreement (per Article 13.02 (c)).
- (b) The hours of work, including stop and start times, days off, duties and work area may be subject to change provided that the change is consistent with operational requirements, the provisions of the collective agreement, and is not for arbitrary, discriminatory or in bad faith reasons.
- (c) The Employer may post regular float positions that are benefits eligible at work sites. A float position will work in a variety of work areas according to operational needs subject to Article 47 – Float Positions.
- (d) The employer will post all vacancies in accordance with this article. The union shall be provided advance written notice of any decision to eliminate or alter the status of a position (i.e. Full time or Part Time) prior to posting or any decision to not post and fill a vacancy. Upon written request, the parties will meet to consider input and alternatives proposed by the union and discuss the impact of the change on existing employees.

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

13.04 The employer agrees to supply to the union the names of all applicants for a vacancy or new position in the course of a

grievance investigation, if so requested.

13.05 Temporary Vacancies less than 45 Days

- (a) Notwithstanding clause 13.01, if the vacancy is a temporary one of less than forty-five (45) calendar days, the position shall not be posted and instead shall be filled as follows:
- (i) In order of seniority, by part time regular employees at the worksite who have indicated their interest to work additional hours in writing, provided that they are trained and qualified to perform the work being assigned in the job classification for which they are registered.
 - (ii) In order of seniority by casual employees.
 - (iii) If the application of this paragraph requires the Company to pay overtime to the employee, the proposed move need not be made;
 - (iv) The Employer will give preference to filling such vacancies as a single block of time.
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 12.01.

13.06 Transfers Between Sodexo HEU Worksites

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

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

- (i) The current date
- (ii) The classification you wish to apply for

- (iii) Your current worksite; and
- (iv) Your contact information

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

- (d) The employer will maintain applications received under this Article until January 1st of each year, at which time new applications must be submitted.
- (e) Qualified employees who have made applications under this article shall be considered prior to any external hiring into the receiving worksite. The normal selection criteria under Article 12.01 shall apply.
- (f) Successful applicants will carry all seniority (to a maximum of 1950 hours per year worked or prorated portion thereof) and length of service to the new site.
- (g) At the time of transfer, an employee enrolled in health and welfare benefits shall continue with their benefits uninterrupted provided the new position is benefits eligible.
- (h) An employee who is either the successful applicant for the posting under Article 13.06 or who returns to their original worksite under Article 12.02 must remain at the worksite for twelve (12) calendar months before being considered for another transfer under this article.

ARTICLE 14 - JOB DESCRIPTIONS

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

The said job descriptions shall be provided in writing to the Chief

Shop Steward and Secretary Business Manager of the Union or his/her designate.

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

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

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

14.03

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

ARTICLE 15 - CONTRACTING OUT

15.01 Layoff of Employees

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

15.02 Exceptions

The Employer has the right to contract for services when:

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

ARTICLE 16 - TECHNOLOGICAL CHANGE AND/OR LOSS OF WORK

16.01 Consultation

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

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

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

- (a) An employee who has completed three (3) months of service; no less than fourteen (14) days' notice;
- (b) An employee who has completed one (1) year of service but less than three (3) years of service; no less than fourteen days' notice.
- (c) An employee who has completed three (3) years of service or

more; no less than twenty one (21) days' notice' plus one (1) additional week per year of service to a maximum of eight (8) weeks.

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

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

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

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

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

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

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

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

If a position is not available with the same number of hours equivalent work days, days off and hours of work (shift), the employee may displace the most junior employee at the worksite with either:

a) The same weekly hours within the job classification for which he/she has the required qualifications and ability to do the work;

Or

b) Fewer weekly hours but the same hours of work (shift).

(iv) Be placed on the casual list. Employees who elect to be placed on the casual list shall not relinquish their recall rights, as described in clause 16.07.

(v) Be placed on the recall list.

16.06 Recall Rights

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

16.07 Bumping – General

In a layoff, the Employer shall supply to an employee and the

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

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

16.08 Additional Postings Options

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

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

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

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

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

16.10 Group Terminations

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

ARTICLE 17 - TRAINING

17.01 Purpose of Training

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

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

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

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

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

It is understood that an orientation may be performed by a co-worker, lead hand or supervisor.

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

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

17.03 Paid Training

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

17.04 After the probationary period is concluded, an employee may indicate in writing to the supervisor, areas of the operation where he/she requests to be trained in. When the Employer decides such opportunities are available, the Employer will post in

advance a notice to employees informing them of such opportunities. The employer will train, on the basis of seniority, employees who request training and who demonstrate an ability for the work.

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

17.05 Partial Paid and Unpaid Training

The Employer may grant leave to allow employees to take educational courses related to their employment and such leave may be without pay or with partial pay.

17.06 Regional Union/Management Committee

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

17.07 Required Certificates

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

ARTICLE 18 - SCHEDULING PROVISIONS

18.01

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) The Employer may alter the scheduled work days and/or start and stop times of an employee without giving at least

- fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer's control. In such cases, the shift(s) of the most junior qualified employee(s) will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
 - (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 20.
 - (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
 - (e) Employees may exchange shifts, provided the exchange does not result in overtime and occurs with the prior approval of the Employer. Such approval will not be unreasonably denied.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

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

19.02 Hours of Work

- (a) The normal hours of work for regular full-time employees, exclusive of meal times, shall be at least thirty-seven-and-a-half (37.5) hours per week, and the work shift shall be at least seven and one half (7.5) or an equivalent mutually agreed to by the Employer and Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their meal period.

- (c) Employees shall not be required to work more than six (6) consecutive shifts, and employees shall receive two (2) consecutive days off, unless otherwise mutually agreed.

19.03 Rest and Meal Periods

(a) **Rest Periods**

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

(b) **Meal Periods**

All employees working more than a five (5) hour shift shall receive a one-half (1/2) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

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

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

ARTICLE 20 - OVERTIME

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

One and one-half times (1½) the employee's regular hourly rate

of pay for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.

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

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

20.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 25, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond eight hours (8) in that day.

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

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

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

20.07 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and

the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

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

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

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

ARTICLE 21 - CALL-BACK TO WORK

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

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

ARTICLE 22 - REPORTING PAY

22.01 Guaranteed Minimum Hours

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

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

22.02 Weather Conditions Excepted

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

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

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

ARTICLE 24 - TRANSPORTATION ALLOWANCE

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

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

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Statutory Holidays

- (a) Employees will be entitled to ten (10) 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	B.C. Day	Remembrance Day
Victoria Day	Christmas Day	Canada Day
Family Day		

(b) Pay Calculation

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

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

25.02 Other Religious Observances

- (a) Employees who are members of non-Christian religion are entitled up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not given due to the

unpredictable nature of the spiritual or holy day then as much notice as possible shall be provided.

- (c) Employees granted leave under this provision may utilize or reschedule unused vacation.

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

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

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

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

ARTICLE 26 - VACATIONS ENTITLEMENT

26.01 Annual Vacation Entitlement

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

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

- (a) Regular employees who were regular status less than twelve (12) months prior to September 1st shall receive a partial vacation based on continuous service to September 1st.
- (b) Ten (10) working days per year commencing in the first (1st) year of employment, paid at four percent (4%) of gross earnings in the previous year.

- (c) Twelve (12) working days per year commencing in the fifth (5th) year of employment, paid at four point eight percent (4.8%) of gross earnings in the previous year.
- (d) Fifteen (15) working days per year commencing in the sixth (6th) year of employment, paid at six percent (6%) of gross earnings in the previous year.
- (e) Seventeen (17) working days per year commencing in the ninth (9th) year of employment, paid at six point eight percent (6.8%) of gross earnings in the previous year.
- (f) Twenty (20) working days per year commencing in the eleventh (11th) year of employment, paid at eight percent (8%) of gross earnings in the previous year.
- (g) Twenty-five (25) working days per year commencing in the sixteenth (16th) year of employment, paid at ten percent (10%) of gross earnings in the previous year.

26.02 Vacation Period

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

26.03 Splitting of Vacation Periods

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

(a) Employees must take at least one continuous block of five (5) days, but may split their remaining annual vacation entitlement. The minimum period in a split will be one (1) working day.

(b) Employees requesting to split their annual vacation entitlement in accordance with (a) above must indicate their first, second, third and subsequent choices.

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

(c) Employees may choose to leave some portion of their vacation entitlement unscheduled, but shall submit a request for a block of at least five (5) days by July 15 of the previous vacation year in accordance with Article 26.02 (a).

(d) Unscheduled vacation may be requested later in the year, but will be subject to Article 26.02 (d).

(e) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

(f) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

Approval of vacation requests will be as follows:

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.

26.04 Vacation Pay

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

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

26.05 Vacation Carry Over

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

26.06 Vacation Entitlement Upon Dismissal

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

26.07 Reinstatement of Vacation Days – Sick Leave

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

be reinstated for use at a later date.

26.08 Vacation Credits Upon Death

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

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

26.10 Casual Vacation Pay

Casual employees shall be paid a percent of their straight time pay in lieu of paid vacation. The percent shall be set as per the entitlement found in Article 26.01.

ARTICLE 27 - BEREAVEMENT LEAVE

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

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

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

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

28.01 Effective August 1st 2018, regular employees shall be entitled to eight (8) days of sick leave per year, accrued at the rate of point six seven (0.67) days per month. Part-time employees shall accrue sick leave days prorated to the hours paid. Any unused sick leave in any year shall be carried over for future use.

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

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

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

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

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

28.06

(a) Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request. The Employer's decision for further leave of absence without

pay shall be in writing. The Employer may require medical information as to the expected date of return to work.

(b) Employees on leave as per (a) above shall be considered as being on unpaid leave in accordance with Article 31.03, except that seniority shall continue to accrue on an employee's regular scheduled hours.

28.07 Workers' Compensation Benefits

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

While an employee is in receipt of WorkSafeBC 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 WorkSafeBC wage loss benefits.

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

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

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

hours.

28.08 Transportation for Accident Victim

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

28.09 Day of Injury

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

28.10 Return To Work Programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee. Should an employee provide restrictions from a physician, such restrictions shall be incorporated into an established return to work program.
- (c) Return to work programs will be part of an approved rehabilitation plan.

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

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

the Joint Health and Safety committee, a shop steward, or staff union representative (designated by the union) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and the union.

28.11 Workload

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

- Supervision will discuss duty priorities with the affected employee(s).
- Re-assigning work.
- Utilizing casual employees in accordance with the collective agreement.

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

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

ARTICLE 29 - EDUCATIONAL LEAVE

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

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

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

ARTICLE 30 - JURY DUTY

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

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

ARTICLE 31 - LEAVE - UNPAID

31.01 Unpaid Leave

Requests by employees for unpaid leave of absence of less than or equal to two (2) weeks shall be made in writing to the worksite supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with the request. The employer shall respond to the request within seven (7) calendar days and provide a copy of the Leave of Absence form to the employee.

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

31.02 Unpaid Leave - After Two Years

After two years of continuous service, an employee may request, in writing, an extended unpaid leave of absence of up to forty-five (45) days, giving the longest possible advance notice. Every reasonable effort will be made to comply with such request providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be given in writing.

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

31.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

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

Employees may pay the benefit premiums and retain benefits while on unpaid leaves of absence longer than twenty (20) working days.

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

31.04 Unpaid Leave - Union Business

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

absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

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

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

31.05 Unpaid Leave - Public Office

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

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

31.06 Unpaid Leave in Conjunction with Vacation

In the event that an employee has requested an unpaid leave of absence in conjunction with a requested vacation, their request will be granted only after all other vacation requests have been

awarded and will be subject to the provisions of Article 26.02.

ARTICLE 32 - MATERNITY AND PARENTAL LEAVE

32.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' written notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' written notice of their intention to return to work prior to the termination of the leave of absence.
- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

32.02 Parental Leave for Birth and Adopting Parents

- (a) 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*.
- (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) consecutive weeks in the case of a birth mother who takes maternity leave

under Article 32.01). 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 32.02 (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 32.02 or following the adoption;

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.

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

ARTICLE 33 - FAMILY RESPONSIBILITY LEAVE

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

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

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

ARTICLE 34 - HEALTH CARE PLANS

34.01 Commencement of Coverage

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

34.02 Benefit Coverage and Premium Costs for Health Benefit Plans

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

The Employer shall pay seventy percent (70%) of all Health Care Plan benefit premiums and the Employee shall pay thirty percent (30%) of all benefit premiums.

Effective June 1st 2018, the premium costs for the plan will be seventy-five percent (75%) employer paid and twenty-five percent (25%) employee paid for BCMSP, Extended Health, Dental and Life Insurance.

Effective June 1st 2019, the premium costs for the plan will be eighty percent (80%) employer paid and twenty percent (20%) employee paid for BCMSP, Extended Health, Dental and Life Insurance.

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

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

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

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

Co-insurance reimbursement is 100%.

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

34.05 Extended Health Benefits

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

Vision Care \$250.00 every 24 months (eyeglasses or contact lenses).

Orthotic Inserts \$150.00 every 24 months.

Physiotherapist Unlimited.

Reimbursement for Cancer wigs \$500.00 per lifetime.

34.06 Dental Plan

Basic dental plan coverage is reimbursed at 90%.

Accidental coverage is 100%.

Major and Orthodontic Coverage is available.

Annual maximum for Basic and Major is \$1,500.00.

Lifetime Orthodontic Coverage is \$1,500.00 for dependent children.

ARTICLE 35 – LIFE INSURANCE (HOUSEKEEPING)

The Employer shall pay 70% of the premiums for the Group Life and Accidental Death and Dismemberment insurance plans.

Effective June 1, 2018, the Employer shall pay 75% of the premiums for the Group Life and Accidental Death and Dismemberment insurance plans.

Effective June 1, 2019, the Employer shall pay 80% of the premiums for the Group Life and Accidental Death and Dismemberment insurance plans.

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

ARTICLE 36 - WORK CLOTHING AND EMPLOYER PROPERTY

36.01 Uniforms

- (a) (i) The Employer shall supply uniforms including hair covering and aprons for employees who are required to wear same. The Employer shall replace uniforms as required due to wear and tear. Appropriate change rooms will be supplied when employees are required to change clothing at work.

Where change rooms are not available the Employer shall discuss the matter with the client.

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

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

36.03 Protective Clothing and Equipment

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

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

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

ARTICLE 37 - MORE FAVOURABLE RATES

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

ARTICLE 38 - PAY DAYS

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

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

38.02 Reconciling Deficient Pay

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

If the money owed is less than six (6) hours, the pay shall be added to the next pay period.

If the money owed is six (6) hours or greater, the employer will make every reasonable effort to correct the error and provide a manual cheque within five (5) business days.

ARTICLE 39 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK

39.01 Vaccination and Inoculation

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

Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, the Employer shall provide reasonable expense and where necessary, reasonable time off with pay.

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

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

39.03 Criminal Record Check

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

ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION

40.01 Occupational Health and Safety Committee

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern

itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall have equal representation with each party appointing its own representatives.

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

The Committee's role in the workplace includes:

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

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

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

40.04 Training and Orientation

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

knowledge and compliance with the Occupational Health and Safety Regulations by all employees. The Employer will make available information, manuals and procedures for these purposes.

40.05 Joint Health and Safety Committee

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

40.06 Investigation of Accidents

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

by one (1) representative of the Union and one (1) representative of the Employer and report to the Employer on the committee's findings and recommendations. In the event of a fatality, the Employer shall immediately notify the Union representative and the Bargaining Unit Chairperson.

40.07 Right to Refuse Work

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

ARTICLE 41 - PRINTING OF THE AGREEMENT

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

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

ARTICLE 42 - VARIATIONS

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

ARTICLE 43 - FUTURE LEGISLATION

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

ARTICLE 44 - TERM OF THE AGREEMENT

44.01

- (a) The provisions of this Agreement, except as otherwise specified, shall come into force and effect on October 1, 2016.
- (b) This Agreement shall be binding and shall remain in effect until midnight September 30, 2020.
- (c) The present Collective Agreement shall remain in full force and effect until a new Collective Agreement is ratified or a strike or lockout occurs.

44.02 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving notice to the other party on or after June 1, 2020 but in any event not later than midnight June 30, 2020.
- (b) Where no notice is given by either party prior to June 30, 2020, both parties shall be deemed to have given notice under this article on June 30, 2020.

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

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

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

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

45.03 Wage Schedule – Appendix B

The pay rates (including stated extras) as agreed to and hereinafter in Appendix B shall be in effect during the term of the Agreement, from October 1, 2016 to September 30, 2020.

45.04

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

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

ARTICLE 46 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

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

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

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

46.03 Part time employees may also register for casual work.

46.04

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

46.05 Casual Availability (applies to part-time employees registered for casual work)

- a) Letter of Appointment/Minimum Hour Requirement
- i) All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature. The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 375 hours over any fixed 12 month period, or a lower minimum annual hours as determined by the Employer.
 - ii) By January 1st 2018, casual availability shall be confirmed for current employees and include a minimum hour requirement over any fixed 12 month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of 375 hours over any fixed 12 month period.
 - iii) Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and his/her employment will end, if he/she fails to work the identified minimum number of hours applicable to his/her in Article 46.05 (Casual Availability). A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12 month period.
 - iv) Mid-way through the 12 month period, a casual employee who has worked fewer than the minimum hours applicable under Article 46.05 (Casual Availability) will be notified of the number of casual hours worked.
- b) General Availability
The commitment to general availability specified by the casual

employee may be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. When there are competing requests for revisions, the Employer will also apply seniority. Should a casual employee wish to increase his/her general availability he/she may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

c) Temporary Increases in Availability

A casual employee may increase his/her availability, on a temporary basis, at any time throughout the year. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

d) Short-Term Unavailability

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than 14 days prior to the start of the month, indicating the days and times when they are not available. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

If the employee's monthly availability over a three-month period (excluding June, July, August and spring break or Christmas break) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

During June, July, and August, a casual employee's monthly availability shall be consistent with his/her letter of appointment, approved current availability, or approved periods of unavailability. Approved periods of unavailability shall not exceed five weeks during this three-month period. Approved periods of unavailability shall be granted on the basis of seniority.

A casual employee's availability during either spring break or Christmas break shall be consistent with his/her letter of appointment, or approved current availability. Requests for periods of unavailability will be considered by the Employer after regular employees' vacation periods are finalized. As such, approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability.

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

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

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

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

Within two weeks of each adjustment date the employer shall

send to the Union designate a revised copy of the casual seniority lists.

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

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.

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).
- f) Initial of supervisor or lead hand who called the employee.

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

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

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

46.12 A casual employee who has worked an average of twenty (20) hours per week for thirteen (13) consecutive weeks shall have the option to be enrolled in the Company's Health and Welfare benefits plan in accordance with Article 34. Should a casual employee not maintain these hours of work, Health and Welfare benefits will cease.

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

ARTICLE 47 – FLOAT POSITIONS

The Parties agree it may be operationally more efficient and cost effective to utilize regular status float positions for relief work as set out in the Casual Employees Addendum.

- a) The employer may, at its sole discretion, establish regular float positions. Any such position shall be posted according to Article 13.02.
- b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- c) The rate of pay shall be according to the job classification the Float position is covering. Employees hired at the "New Hire Retail Aide" wage rate shall be paid at that wage rate when working as a retail aide.
- d) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.

- e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) will be exempt from Article 18.01 (a) (i) and (ii), (b), (c), and (d) – Scheduling Provisions.

APPENDIX A

WAGE SCHEDULE

	CURRENT	Oct.1, 2016	Oct.1, 2017	Oct.1, 2018	Oct.1, 2019
		\$0.30	\$0.25	\$0.30	\$0.30
Dietary Aide	\$16.00	\$16.30	\$16.55	\$16.85	\$17.15
Cook 1	\$20.87	\$21.17	\$21.42	\$21.72	\$22.02
Cook 2	\$19.06	\$19.36	\$19.61	\$19.91	\$20.21
Housekeeping Aide	\$16.00	\$16.30	\$16.55	\$16.85	\$17.15
Laundry Aide	\$16.00	\$16.30	\$16.55	\$16.85	\$17.15
Lead Hand	\$17.20	\$17.50	\$17.75	\$18.05	\$18.35

Probationary Employees' Rate of Pay

A probationary employee is paid \$1.25 per hour below the actual wage rate entitlement. Probationary period 488 hours or six (6) months' whichever comes first.

APPENDIX B

STATUTORY PAY CALCULATION EXAMPLES

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

Notes:

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

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

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

Overtime hours are calculated at the premium rate they were earned at (i.e. 1 ½ or 2 X regular rate)

Standard calculation is:

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

162.5 Hours Paid
_____ at Regular Rate_____

EXAMPLE 1 – regular full time with no overtime

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

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

No overtime worked in the 30 days preceding the stat

Calculation: 165 ÷ 162.5 X 7.5 = 7.6 paid hours

7.6 hours X \$15.60= **\$118.56**

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

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

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

No overtime worked in 30 days preceding the stat

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

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

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

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

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

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

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

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

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

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

Regular hours in preceding 30 calendar days = **100.0 hours**

+ 15 hours additional straight time = 15.0 hours

+ 1 hour at 1-1/2 x overtime worked in the 30 calendar days preceding the stat = **1.5 hours**

Calculation: $100.0 + 15.0 + 1.5 = 116.5 \div 162.5 \times 7.5 = 5.4$ paid hours

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

EXAMPLE 5 – Casual with Overtime

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

Casual call in hours worked in preceding 30 calendar days (7 shifts X 7.5 hours) = **52.5 hours** and

(3 shifts X 8 hours) = **24 hours**

+ 12 hours at 1-1/2 X overtime worked in the 30 calendar days preceding the stat = **18.0 hours**

Calculation: $76.5 + 18 = 94.5 \text{ hours} \div 162.5 \times 7.5 = 4.36$ paid hours

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

APPENDIX D

SUMMARY OF HEALTH CARE PLAN

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

<u>BC Medical Plan</u>	<u>70% of the premium paid by the Employer.</u> <u>Effective June 1, 2018, 75% of the premium paid by the Employer.</u> <u>Effective June 1, 2019, 80% of the premium paid by the Employer.</u>
<u>Life and AD&D Insurance</u>	<u>\$30,000.00 coverage</u> <u>70% Employer paid.</u> <u>Effective June 1, 2018, 75% Employer paid.</u> <u>Effective June 1, 2019, 80% Employer paid.</u>
<u>Dental Plan</u>	<u>Basic Prevention Coverage (reimbursement at 90%)</u> <u>Major and Orthodontic coverage (lifetime orthodontic is \$1,500.00 per child)</u> <u>Combined basic and major annual maximum is \$1,500.00.</u> <u>70% Employer paid.</u> <u>Effective June 1, 2018, 75% Employer paid.</u> <u>Effective June 1, 2019, 80% Employer paid.</u>
<u>Extended Health Care including Hospitalization and Prescription Drugs</u>	<u>BC Pharmacare and Drug formulary (no annual maximum)</u> <u>Reimbursement at 100%</u> <u>70% Employer paid.</u> <u>Effective June 1, 2018, 75% Employer paid.</u> <u>Effective June 1, 2019, 80% Employer paid.</u>
<u>Eye Exams</u>	<u>One (1) exam every 24 months</u>
<u>Vision Care</u>	<u>\$250.00 per dependent every 24 months</u>

Memorandum of Agreement #1

By and Between:

Sodexo Canada Ltd.
GERMAN CANADIAN CARE HOME
(Hereinafter referred to as the “Employer”)

And

Hospital Employees' Union
(Hereinafter referred to as the “Union”)

Re: Electronic Call-In

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

Signed by the Union:



Laurel Albina
HEU Negotiator

Date: April 19, 2018

Signed by the Employer:



Gareth Dunn
Labour Relations Manager,
Western Canada

Date: April 18, 2018

Memorandum of Agreement #2

By and Between:

Sodexo Canada Ltd.
GERMAN CANADIAN CARE HOME
(Hereinafter referred to as the "Employer")

And

Hospital Employees' Union
(Hereinafter referred to as the "Union")

Re: Current Regular Float Positions

All regular employees, currently posted in a regular float position, and hired before November 6, 2017, shall continue to be scheduled according to Article 18.

FLOATS

Signed by the Union:



Laurel Albina
HEU Negotiator

Date: April 19 2018

Signed by the Employer:



Gareth Dunn
Labour Relations Manager,
Western Canada

Date: Apr 11 18 2018

Memorandum of Agreement #3

By and Between:

Sodexo Canada Ltd.
GERMAN CANADIAN CARE HOME
(Hereinafter referred to as the "Employer")

And

Hospital Employees' Union
(Hereinafter referred to as the "Union")

Re: Continuity of Quality Service

The parties recognize that there are on-going discussions related to employment security in circumstances where commercial contracts are retendered in health care contracted services.

Therefore it is in the interest of both the Hospital Employees' Union and Sodexo Canada Ltd. to engage in discussions with other contract employers (Acciona, Compass/Marquise and Aramark) and others where appropriate, on issues related to job security.

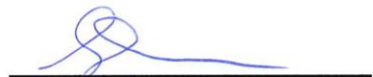
Discussions will be initiated no later than December 31, 2017.

Signed by the Union:



Laurel Albina
HEU Negotiator

Signed by the Employer:



Gareth Dunn
Labour Relations Manager,
Western Canada

Date: April 19 2018

Date: April 19, 2018

Memorandum of Agreement #4

By and Between:

Sodexo Canada Ltd.
GERMAN CANADIAN CARE HOME
(Hereinafter referred to as the "Employer")

And

Hospital Employees' Union
(Hereinafter referred to as the "Union")

Re: Article 31.04 (c) Unpaid Leave – Union Business

The Union is committed to reimbursing the employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice.

The Union and the employer shall convene a meeting within ninety (90) days of ratification to discuss possibilities for how to streamline and expedite the process.

Signed by the Union:



Laurel Albina
HEU Negotiator

Date: April 19 2018

Signed by the Employer:



Gareth Dunn
Labour Relations Manager,
Western Canada

Date: April 19, 2018

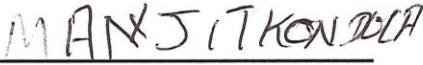
**SIGNED ON BEHALF OF
THE UNION:**




Máire Kirwan
Coordinator – Private Sector



Laurel Albina
Negotiator



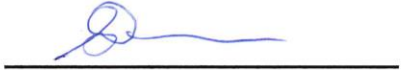
Manjit Kondola
Bargaining Committee



Nonalyn Pascual
Bargaining Committee

April 19 2018
Date Signed


**SIGNED ON BEHALF OF
THE EMPLOYER:**



Gareth Dunn
Labour Relations Manager,
Western Canada



James Martin
Vice President, BC Health
Authorities



Robert Martins
District, Human Resources
Canada

April 18, 2018
Date signed