

COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**ARAMARK CANADA FACILITY SERVICES LIMITED
(VANCOUVER COASTAL HEALTH AUTHORITY)**

February 1, 2005 to September 30, 2008

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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.

1.02 Human Rights Code

(a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia

(b) 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.

1.03 Procedure for Filing Complaints

(a) The Union, and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.

(b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.

(c) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.

(d) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.

(e) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.

(f) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

- (a) During the ~~life~~ of this Agreement the Employer recognizes the Union as the sole bargaining **agency** on behalf of the employees for whom the Union has been **certified** as bargaining agent, with respect to wages, hours of work and terms and conditions of employment.

2.02 Union Shop

- (a) All employees covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including **newly** hired employees, shall become members of ~~the~~ Union by the first day of ~~the~~ third bi-weekly pay period after their **initial** date of employment in the bargaining unit.
- (b) Upon receipt by ~~the~~ Employer of written advice from ~~the~~ Union, employees who fail to maintain membership in the Union or ~~the~~ check-off of Union **Dues**, or an amount **equal** to Union Dues, shall be ~~terminated~~ by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of **Union Dues**, the Employer shall so advise the Union **and**, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

Grievance Procedure.

2.03 Union Check-Off

- (a) With written authorization, the Employer agrees to the monthly check-off of all Union **Dues**, Assessments, **Initiation**

Fees, and written assignments of amounts equal to Union Dues.

The **check-off** monies deducted in accordance with the above paragraph shall be remitted to the **Union** by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

(b) The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and **shall** include discharges, **resignations**, retirements and deaths) in the previous month along with a **list** of all employees in the bargaining unit and their employee status and **the** amount of dues or equivalent monies currently being deducted **for** each employee.

(c) The Employer shall include the amount of Union dues, paid by each employee during the relevant year on the Income Tax T4 slips.

(d) Twice every calendar year the Employer shall provide to the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, **and** addresses and their telephone numbers known to the Employer, Implementation shall be six months **following** the signing of the Collective Agreement.

2.04 New Employee Orientation

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate **and** the **new** employee shall be given an opportunity to meet within regular working hours without **loss of** pay for up to **fifteen** (15) minutes during the first thirty (30) days of **his/her** employment.

2.05 Shop Stewards

The Employer agrees to the operation of a Shop Steward system **which** shall be governed by the following:

(1) The Union and the Employer will agree to the number of Shop Stewards at each **worksite** with **consideration given** to the **number** of employees and geographical location. Where

agreement cannot be reached, Shop Stewards may be appointed by the Union on the basis of 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.

(2) The Employer is to be kept advised of **all** Shop Steward appointments.

(3) One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward at each worksite who may present or **assist** in the presentation of any grievance.

(4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without **loss** of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The **Shop Steward** or Union Committee Member shall obtain the permission of **his/her** immediate supervisor or designate, **prior** to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Badges and Insignia

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

2.07 Bulletin Boards

The Employer **shall** make every possible effort to provide bulletin board space in a conspicuous location for the use of the union.

2.08 Notice of Union Representative Visits

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

ARTICLE 3 - DEFINITIONS

3.01 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

ARTICLE 4 - MANAGEMENT RIGHTS/BARGAINING UNIT WORK

4.01 Except as otherwise provided in this Agreement, the following rights are vested exclusively with the Employer:

- a) manage and direct the employees, plan ~~direct~~ and ~~control~~ the Employer's operation;
- b) to hire, promote, demote, transfer, increase or decrease the workforce;
- c) to ~~determine~~ the work to be done;
- d) to discipline, suspend and discharge employees for just cause ~~and~~ maintain order and efficiency;
- e) establish new, and abolish existing, job classifications;
- f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- g) establish, standards, policies ~~and~~ procedures that are reasonable and not in conflict with this Agreement. A copy of any new policy shall be supplied to the Union committee and then communicated to employees, with a copy provided to the employees:
- h) to sub-contract work in accordance with article 15.02;
- i) determine the methods of operation, the level of quality or work performance, the amount of supervision, the schedules of work, the rotation of shift, the hours and days of work, and the number of employees required at any given time.

4.02 Management 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.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

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. The Employer agrees there shall be no lockout during the term of this Agreement.

ARTICLE 6 – REGIONAL UNION/MANAGEMENT COMMITTEE

The parties agree to establish Union/Management committees in the Coastal Health Authority and Providence Wealth Care, which shall be divided into nine (9) regions, as listed in Appendix #1. For each region, membership on the Union committee shall be two (2) employees and the Secretary Business Manager of the Union, or his/her representative. ARAMARK shall have equal representation on the committees.

6.01 Employer Committee

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

6.02 Union Committee

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

6.03 Regional Union/Management Meetings

- (a) The Committees shall meet upon seven (7) working days written notice being served by either party, for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s) concerned. Grievances shall be introduced at these meetings only after the established grievance procedure has been followed. Except for urgent matters, the committee shall not meet more than once per month. In addition, such meetings may discuss other issues, including

workload 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;

(b) The time spent by members of the Union Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE. ? - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

Where an **employee has** asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward **or** Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward **or** Union Committee member shall be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

When it is necessary to hold a disciplinary meeting, the Employer **shall** advise the employee in advance, providing that **this** does not result in an undue delay **in** the appropriate action being taken.

7.02 Right to Grieve Disciplinary Action

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

file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

7.03

Grievance Procedure

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

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

STEP ONE:

The employee, with or without one of a Shop Steward or Union Committee member, shall first discuss the grievance with his/her Immediate supervisor or delegate within seven (7) calendar days of the occurrence of the grievance. The decision of whether or not to be represented by the union at this step shall be the employee's. If the grievance is not settled at this step, then:

STEP TWO :

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

STEP THREE:

The Regional/Union Management Committee or its delegate shall meet within twenty-one (21) days or other mutually agreed to time 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 Article 8 within thirty (30) days.

7.04 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Two of the grievance procedure. If the grievance is not resolved at this step, the parties will meet with 14 days of the site manager's response. at Step Three.

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 Chris Sullivan, 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 a date and at a location mutually agreed by the parties.
- (2) As the process is intended to be non-legal, lawyers will not be used to represent either party. 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.

- (3) Prior to rendering a decision, the arbitrator **may** assist **the** parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) 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.
- (5) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (6) The expedited arbitrators, who shall act as **sole** arbitrators, shall ~~be~~ Chris Sullivan, Irene Holden, ~~Vince~~ Ready, Glenn Sigurdson or a substitute agreed to by the parties.
- (7) 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~~.
- (8) It is understood that it is not the intention of either party to appeal a decision of an **expedited** arbitration proceeding.

ARTICLE 8 - ARBITRATION

8.01 Composition of **Board**

Should the parties fail to **settle** any 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:

1. Chris Sullivan
2. Irene Holden
3. ~~Vince~~ Ready
4. Glenn Sigurdson.

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. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order his or her reinstatement with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

8.03 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

8.04 Expenses of Arbitration Board

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

8.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

8.06 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

8.07 The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS'

9.01 Regular Full-Time Employees

A regular full-time employee is one who works 36.25 or more hours per week on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis.

9.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis.

9.03 Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve in vacancies created by the absence of a regular full time or regular part time employee or to perform emergency or unanticipated or irregular relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis.

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined in one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure.

ARTICLE 10 -- PROBATIONARY PERIOD

10.01 For the first five hundred and twenty (520) hours or six (6) months (whichever comes first) of continuous service with the Employer, an employee shall be a probationary employee. 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.

10.02 Rejection During Probation

(a) A rejection during probation shall not be considered a dismissal for the purpose of Article 7.04. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the

position to which they have been appointed, ~~provided~~ that the factors involved in suitability shall be related to work performance, including interpersonal relations.

- (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, grieve the decision.

ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILE

11.01 Evaluation Reports

Where a formal evaluation of an employee's ~~performance~~ is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for signature to agree or disagree with the evaluation. The employee shall sign the evaluation within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed in agreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

11.02 Personnel File

Upon one (1) weeks notice, an employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, provided no documents are removed from the file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

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

12.01 Promotion, Transfer, Demotion

In the promotion, transfer or demotion of employees, seniority shall be the determining factor where the required qualifications, skills and abilities are equal between two or more applicants.

12.02 Qualifying Period'

If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of sixty (60) worked days.

If an employee has been promoted, voluntarily demoted or transferred and during the aforementioned sixty (60) day period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during first two (2) weeks of the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section. Requests during the remainder of the qualifying period may be granted if disruption is minimal.

12.03 Temporary Promotion or Transfer

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.

12.04 Military Service

It is understood service with the regular Armed Forces of Canada in time of war or compulsory military service does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

12.05 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of an employee covered by this Agreement.

Such seniority ~~dates~~ shall be subject to ~~correction~~^{for error} on proper representation by the Union.

12.06 Loss of Seniority

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

- a) voluntary resignation, retirement, acceptance of a severance package, or
- b) is discharged for just cause and not reinstated under the grievance or arbitration procedure, ~~or~~
- c) is absent from work by reason of layoff for longer ~~than~~ six (6) months, or
- d) if a laid off employee fails to ~~report~~ for work of an ongoing nature within three (3) days of the ~~date~~ of notification by registered mail. Employees required to give notice to another employer ~~shall~~ be deemed to be in compliance with the three (3) day provision, provided they return to work within fourteen (14) ~~calendar~~ days.
- e) Any employee who fails to report for work and does not notify his/her supervisor or designate within three (3) work days, and who cannot give an acceptable reason ~~for~~ his/her ~~absence~~, shall be considered as having abandoned his/her position.

12.07 Seniority Defined

Seniority shall be defined as the ~~total~~ accumulated hours calculated from the date the employee last entered the service of ARAMARK.

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 seven (7) calendar days on designated bulletin boards and a copy of all such ~~postings~~ shall be provided to the Secretary Business Manager or union designate.

13.02 Information on Postings

- (a) All job postings shall indicate the following:
- Date of posting and closing date of posting
 - Work days and days off
 - Pay rate
 - Hours of work and worksite
 - Start date of position
- (b) All postings shall also include a summary of job description, duties and qualifications and current work area for information purposes only.
- (c) The hours of work, including stop and start times, days off and work area may be subject to change provided that the change is consistent with operational requirements and is not in violation of the provisions of the collective agreement.

13.03 The employer shall, within three (3) calendar days, of the **successful** applicant being notified, 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 Temporary Vacancies less than 60 Days

- (a) Notwithstanding clause 13.01, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
- (i) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;
 - (ii) by casual employees;
 - (iii) if the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 13.01.

13.05 Transfers within **Worksites**

- (a) Employees ~~will be~~ provided with the opportunity to transfer to another worksite only after the internal posting process has been concluded and the position remains vacant. Transfers ~~will be considered~~ in the following order;
- (i) ~~Employees in the~~ Region as defined in Appendix I.
 - (ii) Employees outside of the Region as defined in Appendix I.
- (b) Employees ~~who~~ want to move to another worksite within the bargaining unit worksites shall do so in the ~~following manner~~:
- Notify your current worksite supervisor or manager and Union Shop Steward in writing ~~identifying~~ which site ~~the transfer is~~ requested for.
 - The Supervisor shall ensure the employee is duly Considered for ~~postings provided~~ the employee has ~~been~~ employed at the sending facility for not ~~less~~ than one year and has at least a satisfactory performance record.
- (c) Qualified employees transfer requests, shall ~~be~~ granted prior to any external hiring into the receiving worksite,

ARTICLE 14 - JOB DESCRIPTIONS- DUTIES

14.01 Each employee ~~shall~~ be provided with a copy of the **job** description for ~~his/her~~ position. The Union shall be provided with copies of **job** descriptions for all positions for which the Union is the certified bargaining agent.

Job descriptions shall contain the job title, qualifications and wage level of the job, a summary statement of *the job*, a list of **the** duties **and** the date prepared.

- 14.02**
- (a) In ~~the~~ event that the **Employer** establishes a **new** classification, the Union ~~shall~~ receive a copy of the **job** description and the proposed wage rate.
 - (b) If the Union does not object in writing within thirty (30) days following such notification, the classification and wage rate ~~shall~~ become the agreed to job description.

- (c) If the Union files written objection, the parties shall meet at Step Three of the grievance procedure and attempt to reach agreement as to an appropriate wage rate. If the issue is not resolved it may be referred to expedited arbitration.
- (d) If the wage of a new classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect, unless otherwise negotiated.

14.03 If an employee considers them has been a significant change to their job, to the extent that it changes **their** job classification, the employee may initiate a grievance in accordance with Article 7. If **the issue** is not resolved under Step Three it may be referred to expedited arbitration.

ARTICLE 15 - CONTRACTING OUT

15.01 No 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 if the work poses a significant health and safety **risk** for existing employees, or
- (c) an emergency occurs.

ARTICLE 16 TECHNOLOGICAL CHANGE

16.01 As per Section 54 of **the** Labour Relations Code, where the Employer intends to introduce technological change which affects the job security **of** employees, the employer shall give no less than sixty (60) calendar days notice in writing to the Union.

16.02 The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

16.03 If the employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this agreement.

ARTICLE 17 – REDUCTION OF WORKFORCE

17.01 Role of seniority in Layoff

(a) In the event of a layoff, regular employees shall receive, where possible, written notice of lay off, no less than fourteen (14) days in advance of the lay off date. A layoff notice shall be issued in the reverse order of seniority, by classification, provided those retained are qualified to perform the position. A copy of such notice shall be provided to the Secretary Business Manager and Union shop steward.

A reduction in of twenty-five percent (25%) or more of an employee's scheduled hours of work per week shall be considered a layoff.

(b) The Employer will layoff employees in reverse order of seniority within the classification provided those retained have the required qualifications, skills and abilities to do the work.

(c) The Employer will layoff or reduce hours of employees in reverse order of seniority within the classification provided those retained have the required qualifications, skills and abilities to do the work.

17.02 Layoff/Reduction in Hours – Six Weeks or Less

In the event of a layoff of less than six (6) weeks, a regular employee may choose one of the following options:

- (1) Accept the layoff or reduction in hours;
- (2) Accept the layoff or reduction in hours and be assigned available casual hours ahead of casual call in for work;
- (3) Elect unpaid leave or take vacation entitlement earned.

17.03 Layoff/Reduction in Hours – Greater Than Six Weeks

- {a) In the event of a layoff of less than six (6) weeks, a regular employee may choose one of the following options:
- (1) Displace the most junior **employee** at the worksite with **the same** number of hours in the **job** classification for, which **he/she** has the required qualifications and ability to do the work.
 - (2) **If** a position is not available with the same number of hours, the employee may displace the most junior employee at the **worksite** with the **next** fewer hours within **the job** classification for which **she** has **the** required **qualifications and** ability to **do** the work.
 - (3) **Be placed on the** casual list.
 - (4) **Be placed on** the recall list.
- (b) The Employer shall give notice pursuant to **article 17.01** or normal pay as follows:
- (i) **one week pay in lieu** of notice, after three **(3)** months:
 - (ii) **two weeks pay in lieu** of notice, after one **(1)** year
three weeks pay in lieu or notice, after three **(3)** years, plus one additional week for each additional year of employment to a maximum of eight **(8)** weeks.

17.04 Bumping


- (a) The Employer **shall** supply to the Employee and the Union designate **the** name of **the** employee **that may** be bumped by **the** Employee.

An employee must exercise their bump option within three **(3)** days of receiving the name of **the** employee that may be bumped.

- (b) It is understood that an employee who **bumps shall** receive the rate of pay for the new position.
- (c) The parties **agree** that the qualifying period in Article **12.02** will apply to employees moving into a new position as a result of bumping. **If** during the qualifying period the

employee is unable to perform the duties of ~~the~~^{the} new position, he/she will be **allowed** to choose ~~as~~ per **the option set** out in 17.03.

17.05 Recall to Employment

- (a) Recall of **employee(s)** ~~an~~ lay off shall be in the inverse order of lay-off, provided the **employee(s)** being recalled has the **qualifications**, skills and ability to **do** the work available.
- (b) No new employee shall be hired until those laid off have been given **an opportunity** for recall to positions for which they possess the **qualifications**, **skills** and ability to do the work available.
-  (c) A recalled employee must **communicate** with the Employer by telephone Within three (3) calendar days of **notice** of recall being delivered to the address last known to the Employer.

Laid off employees failing to communicate with the **Employer** within three (3) days of the date of receipt of notification and who do not provide a 'satisfactory explanation or who fail to report for work of **an** ongoing nature when instructed to do so shall be considered to have abandoned their right to re-employment. Employees who are required to give **two** weeks notice ~~to~~ another employer shall **be** deemed to **be** in compliance with this provision, provided they return to work within fourteen (14) calendar days.

- (d) **Laid** off **employees** shall be entitled to apply for job vacancies other than those to which they have recall **rights**, provided they have the **qualifications**, **skills** and ability to **do** the work. An employee who bids for and is **successful** in **obtaining** a posted position shall have no further **rights** with regard to **recall**.

17.06 Additional Recall Options

An employee who is laid off shall be entitled to apply for a transfer pursuant to Article 13.05.

- 17.07** Notice of lay-off **shall** not apply where the Employer **can** establish that the **layoff** results from an act of **God**, fire or flood.

ARTICLE 18 – TRAINING

18.01 Purpose of Training

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

18.02 Paid Training

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

18.03 Training in Specific Areas

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** train, on the basis of seniority, employees **who** demonstrate an ability for the work.

18.04 Partial Paid and Unpaid Training

Employees may request a leave of absence to take educational courses related to their employment and employees can apply **for** the Employer's Education Assistance Program.

18.05 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

ARTICLE 19 - SCHEDULING PROVISIONS

19.01 (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 will give advance notice of changes to schedules except in cases of emergency,

circumstances beyond the Employer's control, or where the employee has agreed to the change.

- (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 21.
- (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 with the written prior approval of the Employer.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

The work week shall provide for continuous operation Thursday through Wednesday.

20.02 Hours of Work

- (a) The normal hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-six-and-one quarter (36.25) hours or more per week, and the work shift shall be seven and one quarter (7.25) or an equivalent mutually agreed to by the Employer and Union. It is understood that this does not constitute a guarantee of hours.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

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

20.03 **Rest and Meal Periods**

(a) **Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than five (5) hours shall receive one (1) rest period.

(b) **Meal Periods**

All employees working at least a five (5) hour shift shall receive a one-half (1/2) hour 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.

20.04 **Shift and Remote Premiums**

- (a) Employees working the midnight shift shall be paid a **shift** differential of seventy cents (70¢) per hour.
- (b) Employees working in Pemberton or Whistler shall be paid a remote premium ~~of~~ three dollars (\$3.00) per hour for all hours worked.

ARTICLE 21 - OVERTIME

21.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who **are** requested to work on their scheduled off duty days shall be paid:

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

- 21.02** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.
- 21.03** 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.
- 21.04** 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 (2-1/2) hours, the employee shall receive breaks **in** accordance with **Article 20:03**.
- 21.05** Overtime shall be offered in the order of seniority. No employee shall be required to work overtime against her **wishes** when other **qualified** employees within the **same** classification are willing to perform the work. **If no** qualified employee is willing to work the overtime, it will be assigned to the most junior qualified person.
- 21.06** 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.
- 21.07** For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

ARTICLE 22 - CALL-BACK TO WORK

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

These employees shall receive a transportation allowance of thirty-one cents (\$0.31) per kilometer from the employee's home to the **worksite** and **return**, plus parking costs, if any. Alternatively, the employer may arrange for transportation **for** the employee, at the employer's cost.

ARTICLE 23 – REPORTING PAY

23.01 Guaranteed Minimum Hours

Any employee, except those covered by Article 22.01, 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.

23.02 Weather Conditions Excepted

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

ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

24.01 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.

24.02 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 25 - TRANSPORTATION ALLOWANCE

25.01 An employee who uses his/her own motor 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, plus any related parking costs.

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

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 Statutory Holidays

Employees ~~who~~ have worked at least **fifteen (15)** of the **last thirty (30)** days employment with the Company will be entitled to **nine (9)**

Statutory Holidays and such other holidays ~~as~~ may be in the future proclaimed by either the Provincial or Federal Governments:

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

26.02 Other Religious Observances

- (a) Employees ~~who~~ are members of non-Christian religions are entitled up to ~~two~~ (2) days leave without pay per calendar year to observe spiritual ~~or~~ holy days; Such leave shall not be unreasonably withheld.
- ~~(b)~~ (b) A minimum of ~~two~~ (2) 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. ~~If~~ the notice is ~~less~~ than ~~two~~ (2) weeks, the Company shall not be obligated to grant the day off.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation.

26.03 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.

26.04 Subject to operational requirements, the Employer shall make every effort to schedule either Christmas Day or New Year's Day ~~off~~ for employees so requesting.

26.05 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.

ARTICLE 27 – VACATIONS ENTITLEMENT

27.01 Annual Vacation Entitlement

The Employer's current practice with respect to the vacation year shall be maintained. The Employer's vacation year is July 1 – June 30.

27.02 Art employee who leaves her employment before **completing** one year of service will be paid out at four percent (4%) of her hours worked at her regular rate. An employee cannot, take earned vacation until he/she has completed one (1) year of employment.

27.03 Annual vacation shall be earned at **the** rate of:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

27.04 **Vacation Entitlement upon Dismissal**

Upon termination of employment, an employee shall be entitled to pay in lieu of vacation corresponding to years of service as listed in Article 27.03.

27.05 **Vacation Period**

Employees shall indicate their preferences as to vacation dates by **March 31** of each year. An employee who fails to indicate her choice of vacation by **March 31** shall not have preference in the choice of vacation time where other employees have indicated their preference.

The Employer will post an approved vacation schedule by **May 31**. The choice of vacation periods shall be granted to employees on the basis of seniority at the worksite, except where the period requested would be detrimental to the operation of the Employer.

27.06 **Vacation Non-Accumulative**

Vacation earned in any vacation year is to be taken in the **following** vacation year. Employees who **fail** to schedule their vacation by

March 31 of the year it was to be taken may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

27.07 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 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.

27.08 Vacation Credits upon Death

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

27.09 Vacation Periods Overlapping

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

27.10 Vacation Pay

Vacation pay shall be paid in accordance with Article 37.

ARTICLE 28 – 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 or legal ward.

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

- 29.01** Eligible employees will be entitled to ten **(10)** days **Sick** leave per year as outlined in the Employees **Benefit Booklet**, **which** is set out in Appendix 2, attached to and forming part of this collective agreement.
- 29.02** **Sick** leave **with** pay is only payable because of sickness of the employee and employees who are absent from duty because of sickness may be required **to** prove **sickness**.
- 29.03** 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.
- 29.04** 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.
- 29.05** **Workers' Compensation Benefits**
- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
 - (b) While an employee is in receipt of **WCB** wage loss benefits, paid holidays, and vacation will not **accrue**. However unused vacation credits **accrued in** previous years **shall** not be lost as a result of this article. In addition, Article 35 will continue to **apply** to employees who are entitled to receive **WCB** wage loss benefits.
 - (c) The provisions of **(b)** shall **also** continue to apply to employees **who** are receiving **WCB** benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits **and/or** partial temporary benefits) of the Workers' Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the Workers' Compensation Act.

- (d) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 32 except that seniority shall continue to accrue based on regular hours.

29.06 Transportation for Accident Victim

If an injured employee, who is unfit for work, requests assistance, transportation to the employee's home shall be provided by the employer.

29.07 Return to work programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates. Employees shall participate in the Company's Modified Work Program in accordance with the Company's Policy.
- (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.

ARTICLE 30- EDUCATIONAL LEAVE

30.01 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.

30.02 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~~.

30.03 Employees are entitled to participate in the Company's Education Assistance Program.

ARTICLE 31 - 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 32 - LEAVE - UNPAID

32.01 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 make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall ~~make~~ every reasonable effort to ~~comply~~ with the request. Notice of the Employer's decision shall be ~~given~~ in writing as soon as possible.

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

32.02 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, and employees shall make every reasonable effort to give four (4) weeks 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.

32.03 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 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.

32.04 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.

ARTICLE 33 - MATERNITY AND PARENTAL LEAVE

33.01 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' notice prior to the commencement of maternity **leave** of absence without pay, and employees shall give at least fourteen (14) days' 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.
- (9) **Upon** return to work, the employee **shall** continue in her former position **without** loss of any entitlements.

33.02 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 birth mother who takes maternity leave under Article 32.01). The leave period **may** be extended by an **additional** five (5) weeks **where** the employee's claim is extended pursuant to Section **12(7)** of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees **shall** determine the apportionment of the thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks **in** the case of 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 (1) above ~~must be~~ made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 32.01 or following the adoption;
 - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the ~~fifty-~~two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father" of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. ~~Such~~ leave request must be supported by appropriate documentation,

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

ARTICLE 34 – FAMILY RESPONSIBILITY LEAVE

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

ARTICLE 35- HEALTH CARE PLANS

35.01 Commencement of Coverage

The Employer agrees to provide a Health and Welfare Plan as described in the Employee Benefit Plan booklet as set out in Appendix 2, which is attached to and forming part of this collective agreement. Coverage under the provisions of ~~this~~ Article shall apply to employees who are scheduled to work twenty (20) hours or more per week and shall commence on the first day of the calendar month after the employee has completed three (3) months of employment.

ARTICLE 36 – WORK CLOTHING AND EMPLOYER PROPERTY

36.01 Uniforms

- (a) The Employer shall supply **uniforms** for employees and shall replace them as required. Where possible, appropriate change rooms will be supplied when employees are required to change clothing at work.
- (b) The Employer shall supply and maintain **nametags** for employees who are required to wear same.

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.
- (b) All such clothing, tools and equipment shall be maintained and replaced at the Employer's: expense.
- (c) All such clothing, tools and equipment shall comply with established standards.

ARTICLE 37 - PAY DAYS

37.01 Employees shall be paid by direct **deposit** every second Wednesday subject to the following provisions:

- (a) The statements given to employees shall include the statutory **holidays** paid, the listing of all adjustments including overtime, and an itemization of **all** deductions.
- (b) When a payday falls on a non-banking day, reasonable **efforts** will be made to ensure deposit prior to the established **payday**.
- (c) Annual vacation pay – see Article 27.

ARTICLE 38 – VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK

38.01 Vaccination and Inoculation

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. 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.

38.02 The Employer agrees to take all reasonable precautions to **limit the** spread of infectious diseases among employees, including in-service ~~seminars~~ for employees.

38.03 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 39 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION

39.01 Occupational Health and Safety Committee

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.

39.02 **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.

39.03 **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 WCB Industrial Health and Safety Regulations.

39.04 Training and Orientation

The Joint Occupational Health and Safety 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 Employer will make available information, manuals and procedures for these purposes.

ARTICLE 40 - VARIATIONS

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

ARTICLE 41 - 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 42 - EFFECTIVE AND TERMINATING DATES

The Agreement shall be effective from date of certification and shall remain in force and be binding upon the parties until September 30, 2008 and from year to year thereafter, unless terminated by either party on written notice served during the month of June, 2008.

ARTICLE 43 - 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 44 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

44.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create Such job if not already in existence.

ARTICLE 45 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

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

- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

45.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.

45.03 Part time employees may also register for casual work, provided the assignment does not conflict with the part time employee's regular schedule and there are no overtime costs.

45.04 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.

45.05 Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.

45.06 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.

45.07 Seniority List – A master casual employee **seniority** list shall be **revised** and updated every six (6) months as of the last date of the payroll period immediately prior to January 1, and July 1 in each year (the “adjustment” dates). The seniority **of** each employee shall **be** entered in the registry **in** descending order of the **most** hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired. Employment during the probationary period will be at management’s discretion which will be exercised in **fair** manner. Call in for work during the probationary period **will be conducted** in a fair and equitable manner.

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

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

45.08 Call in procedure – **All requests** shall be recorded in a log which will show the name of the employees requested to perform the work, whether the employee accepted or declined the call to work or **failed** to answer the call, the time of the call and the caller’s initials.

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

45.09 A **casual** employee who refuses work opportunities on five consecutive occasions in a thirty (30) day period where they have indicated availability may **be** terminated.

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

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

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

- 45.13** Casual employees shall receive: ~~vacation~~ pay paid ~~on each cheque~~ in accordance with their seniority as outlined in **Article 26: Statutory Holidays**, where entitled, they shall receive a day's pay equal to an average day's pay by dividing earnings in the ~~last~~ **last thirty (30)** days by days worked.

WAGE SCHEDULE ARMARK CANADA LIMITED VCHA / PHC – All Sites				
POSITION	Date of Ratification	October 1, 2006	October 1, 2007	
Housekeeping	\$12.47	12.76	13.05	
Lead Hand	\$13.47	13.78	14.10	

There will be a signing bonus of \$200 for employees scheduled to work twenty (20) hours or more per week and \$100.00 for all other employees, to be paid within thirty (30) days of ratification.

A general **wage** increase of 2.3% shall be applied to all categories effective October 1, 2006.

A general **wage** increase of 2.3% shall be applied to all categories effective October 1, 2007.

New employees (post **ratification** hires only) shall be paid one dollar and twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 10.01.

Signed on behalf of the Union:

Judy Baum
[Signature]

[Signature]
Awanguz
[Signature]

Date: _____

Signed _____ of the Employer:

[Signature]
[Signature]

Date: _____

Letter of Understanding

Between.

Hospital Employees' Union


And


**ARAMARK CANADA FACILITIES SERVICES LTD.
(at Vancouver Coastal Health – Providence Health Care)**

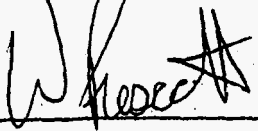
Re: Article 25 - Statutory Holidays

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 for employees so requesting. Such days will be taken at a mutually agreed-to time between the Employer and employee. If it is not possible to schedule public holidays or equivalent days within thirty (30) calendar days, the monies for the holiday shall be paid out.

Signed on behalf of the Employer:

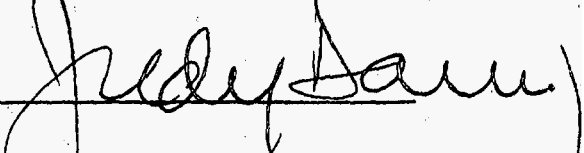





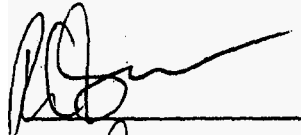


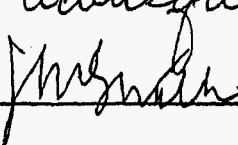
Date: _____

Signed on behalf of the Union:







Ariasquez


Date: _____

Letter of Understanding

Between

Hospital Employees' Union


And


**ARAMARK CANADA FACILITIES SERVICES LTD.
(at Vancouver Coastal Health – Providence Health Care)**

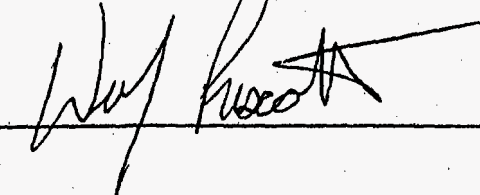
Re: Article 39 – Vaccinations and Inoculations

Where ~~vaccinations/inoculations~~ or criminal records checks are a condition of employment of the candidate (or employee, where any of the above extend into employment) will be responsible for the costs of the ~~vaccinations/inoculations~~ or criminal records check. Upon completion of the probation period, employees will receive twenty dollars (\$20.00) towards the costs incurred for the criminal records check.

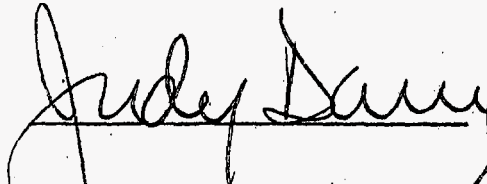
Signed on behalf of the Employer:

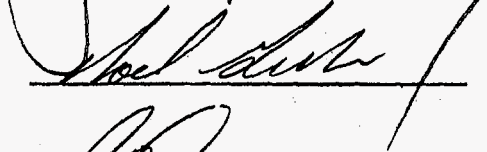


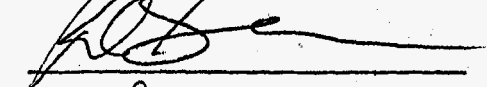


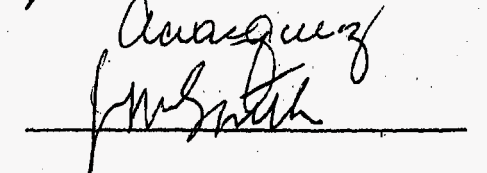


Signed on behalf of the Union:









Date: _____

Date: _____

Letter of Understanding

Between


Hospital Employees' Union


And

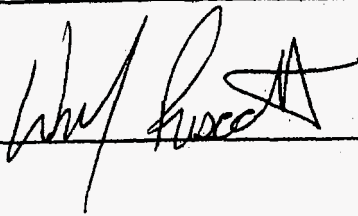
ARAMARK CANADA FACILITIES SERVICES LTD.
(at Vancouver Coastal Health – Providence Health Care)

Re: Article 20.02 (b) – Hours of Work

Signed on behalf of the Employer:

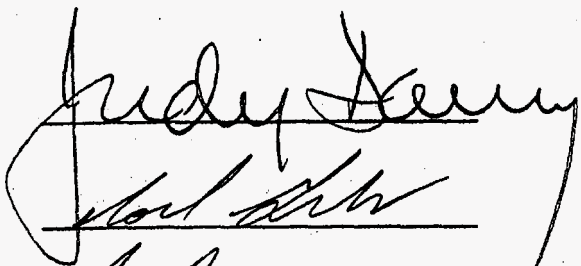


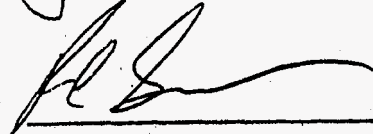


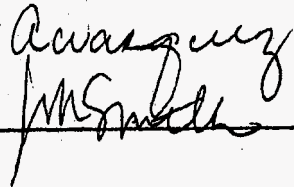


Date: _____

Signed on behalf of the Union:







Date: _____

Letter Of Intent

Between

Hospital Employees' Union

And

ARAMARK CANADA FACILITIES SERVICES LTD.

Re: Translink Employer Pass Program (EPP)


Whereas ~~the~~ Parties agree that participation in the EPP both reduces the impact to the environment and provides employees access to cost savings for transportation;

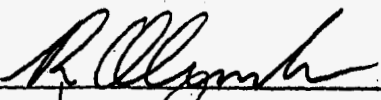
Therefore, the Parties agree ~~that~~ within three (3) months of ratification of the Collective Agreement interested post probationary full time and part time employees may enroll in the Translink EPP.

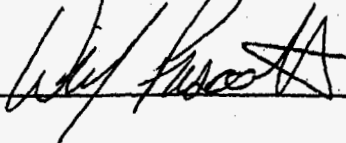
It is understood ~~and~~ agreed the administrative costs of the program are the Employers responsibility.

It is understood and agreed the enrollment fee of \$15.00 is the responsibility of the employee.

Signed on behalf of the Employer:

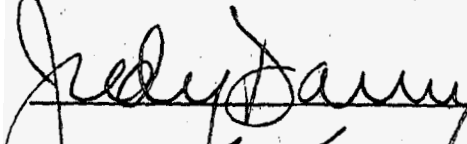





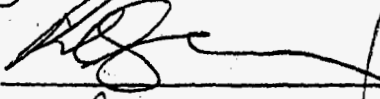


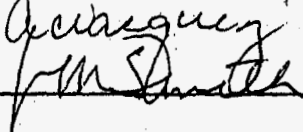
Date: _____

Signed on behalf of the Union:









Date: _____

APPENDIX NUMBER 1

Regional Labour Management Committees:

1. **Sunshine North:**
Powell River General **Hospital**, Olive Devaud, Evergreen ~~Extended~~ Cam.
2. **Sunshine South:**
St. Mary's Hospital, Shorncliffe Care Home, Totem Lodge and **Kiwanis** Village Care Centre.
3. **North, Shore:**
Lions Gate Hospital, **Kiwanis Care** Centre, Cedarview Lodge, Margaret Fulton Centre, West Community Health.
4. **Sea-to-Sky:**
Squamish General Hospital, **Hilltop** House, Pemberton **Health** Centre, Whistler Health Care Centre.
5. **Richmond:**
Richmond Hospital, Minoru Residence, Richmond Lions Manor.
6. **St. Vincent:**
Mount **St. Joseph Hospital**, Brock ~~Fahni~~ Pavilion, Langara Site, Youville Residence, **Holy Family** Hospital.
7. **UBC:**
UBC Hospital, George Pearson Centre, G.F. Strong Centre, Dogwood Manor.
8. **St. Paul's Hospital.**
9. **Vancouver General Hospital.**

APPENDIX NUMBER 2

Health and Welfare and Sick Leave Plan

The Employer agrees to provide a Health and Welfare Plan as described in the 'Employee Benefit Plan booklet the first of the month after the employee has completed three (3) months of employment.

Employees are eligible for the Health and Welfare Plan if they are regularly scheduled to work twenty (20) or more hours per week.

The premium costs for the plan shall be shared equally between the employee and the Company.

The Health and Welfare Plan includes:

BCMSP

Life and AD&D

\$10,000 mandatory coverage. Optional additional coverage -- units of \$10,000 to a maximum of \$200,000, 100% employee paid.

Dental Plan

Basic preventative coverage; no deductible, 100% coverage under the current fee guide; \$1,000 maximum per person per year.

Extended Health

Hospitalization and prescription drugs. \$25 single deductible/\$75 family deductible; 90% coverage; \$25,000 lifetime maximum.

Sick Pay

Ten (10) fully paid sick days per year; non-cumulative and not paid out. Reinstated on January 1 of each year. 100% paid by ARMARK.

WE ARE THE STAR.ca

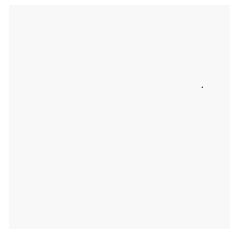
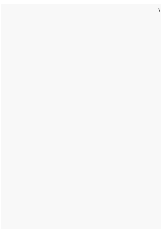
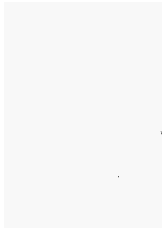
CEP SONG Toronto Star

All About Going On Strike

Ministry of Labour: FAQs

Starnews Credit Union

Contact Us



BARGAINING UPDATES

86%

The vote is in. The contract has been ratified

Thank you Bargaining Committee!

HIGHLIGHTS This is a very complex agreement. It's 70 pages long. Blackout or not, we'll do our best here to give you at least a handle on what we came away with last Saturday: This is not enough for you to fully understand what we tried to do in the face of a determined company assault. **It's** very important that **all** of you come out *to* the meeting. Your committee unanimously recommends the deal. Read Bulletin #16 (Jan. 23)

TENTATIVE DEAL We have a tentative agreement, reached at 2pm on Saturday after days of round-the-clock bargaining with the mediator.

We have also agreed, and so has the company, that no details will be released, by us or by them, before we have a ratification vote with you some time next week. We don't even know the day of the meeting yet.

So we are barred from telling you anything here. The good news is that we can stand down from strike posture. It's back to work as usual. And thank you all for your support; it's made all the difference.

Maureen Dawson
Unit chair

Guild members turned out 80 per cent strong Wednesday night and voted 96 per cent in favour of authorizing a strike call by their bargaining committee. Negotiations continue through Friday, under strict mediator-ordered media blackout.

IN YOUR OWN NEIGHBOURHOOD: We've already told you ([Bulletin #13](#)) about the nastiness the company hopes to impose on the Editorial department. That **no-specialist, wide-open** freelance agenda will cripple our ability to live up to the Atkinson Principles and will do serious damage to the precious Star brand. But nobody is immune; all of us are in grave danger. Here's a nutshell version of what the company wants to do to our other departments. [Read Bulletin#15](#) (Jan. 15)

TAKING YOUR MONEY: The financial impact of the company's bid to shift its costs onto you **is** remarkable. After years of us helping our paper by accepting inflation-only raises and higher costs on benefits, the company is attempting a breathtaking raid on our pocketbooks. We've done **the** math, and checked it more

affected of us will suffer an annual financial **loss** of at least 5%. In most cases, the **loss** will be much more. Read Bulletin #14 (Jan. 14)

Note: *We are engaged in intensive mediation all this week, and will be making a sincere effort to reach a satisfactory agreement with the company. At the request of mediator George Adams, however, a news blackout has been agreed to, This means we cannot share details of what might be happening this week. This also means our strike vote meeting will be based on the company's position heading into this week.*

QUESTIONS? What will strike pay be? What am I expected to do? Can my strike pay be deposited electronically? What can Starnews Credit Union do for me? If you can't find the answers to your questions here, please email your question to info@wearethestar.ca (NOTE: please contact us using a

Guild Bargaining Committee: Unit Chair: Maureen Dawson

Editorial: Dan Smith and Valerie Hauch (alternate) Circulation: Steve Gjorkes and Jeff Bodrucky (alternate)

Finance: Cathie Nichols and Dawn Armstrong (alternate) Advertising: Elizabeth Marzari and Dijana Maderic (alternate)

.Thestar.com: Craig Wattle and Tony Camara (alternate) Pre-Press: Lester Veszlenyi and Lorraine Wohlgemuth (alternate)

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