

**COLLECTIVE AGREEMENT  
BETWEEN  
HOSPITAL EMPLOYEES' UNION  
AND  
COMPASS GROUP CANADA (HEALTH SERVICES) LTD.**

**PHSA LOCATIONS**

13933 (01)

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1	PURPOSE OF AGREEMENT ..... 1
ARTICLE 2	RECOGNITION OF THE UNION..... 1
ARTICLE 3	DEFINITIONS..... 4
ARTICLE 4	MANAGEMENT RIGHTS ..... 5
ARTICLE 5	STRIKES. LOCKOUTS. LEGAL PICKET LINES..... 6
ARTICLE 6	UNION/MANAGEMENT COMMITTEES ..... 6
ARTICLE 7	GRIEVANCE PROCEDURE ..... 7
ARTICLE 8	DEFINITION OF EMPLOYEE STATUS ..... 12
ARTICLE 9	EVALUATION REPORTS. PERSONNEL FILE..... 13
ARTICLE 10	PROBATIONARY PERIOD..... 13
ARTICLE 11	SENIORITY ..... 14
ARTICLE 12	JOB POSTINGS AND APPLICATIONS ..... 16
ARTICLE 13	JOB DESCRIPTIONS..... 17
ARTICLE 14	CONTRACTING OUT..... 18
ARTICLE 15	TECHNOLOGICAL CHANGE AND LOSS OF WORK ..... 18
ARTICLE 16	TRAINING ..... 22
ARTICLE 17	SCHEDULING PROVISIONS..... 22
ARTICLE 18	HOURS OF WORK ..... 23

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 19 OVERTIME.....	24
ARTICLE 20 CALL BACK TO WORK.....	25
ARTICLE 21 REPORTING PAY.....	25
ARTICLE 22 RELIEVING IN HIGHER AND LOWER RATED POSITIONS.....	26
ARTICLE 23 TRANSPORTATION ALLOWANCE.....	26
ARTICLE 24 STATUTORY HOLIDAYS.....	27
ARTICLE 25 VACATIONS.....	28
ARTICLE 26 COMPASSIONATE LEAVE.....	29
ARTICLE 27 SICK LEAVE. W.C.B, RETURN TO WORK.....	29
ARTICLE 28 EDUCATIONAL LEAVE.....	31
ARTICLE 29 JURY DUTY.....	32
ARTICLE 30 UNPAID LEAVE.....	32
ARTICLE 31 MATERNITY LEAVE AND/OR PARENTAL LEAVE.....	34
ARTICLE 32 FAMILY RESPONSIBILITY LEAVE.....	36
ARTICLE 33 BENEFIT PLANS.....	36
ARTICLE 34 GROUP LIFE INSURANCE.....	36
ARTICLE 35 WORK CLOTHING AND EMPLOYER PROPERTY.....	36
ARTICLE 36 MORE FAVOURABLE RATE.....	37

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 37    PAY DAYS .....	37
ARTICLE 38    VACCINATION. INNOCULATION AND CRIMINAL RECORD CHECK.....	38
ARTICLE 39    OH&S .....	38
ARTICLE 40    PRINTING OF AGREEMENT.....	39
ARTICLE 41    VARIATIONS.....	39
ARTICLE 42    FUTURE LEGISLATION .....	39
ARTICLE 43    EFFECTIVE AND TERMINATING DATES.....	40
ARTICLE 44    WAGE SCHEDULES. SHIFT PREMIUMS AND RETROACTIVE PAY .....	40

## **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.

### **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**

- The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- 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.
- If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- 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.
- Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- 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 provision shall not be applicable to the employee:

Article 7 - Grievance Procedure

## **2.03 Union Check-off**

- 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.
- 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.

\*Format of list to be discussed.

- The employer agrees to sign into the Union all new employees who jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.
- The employer shall supply each employee, without charge, a receipt (T4) in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year.
- The receipts shall be mailed or delivered to employees prior to March 1<sup>st</sup> of the year following each taxation year.
- Twice every calendar year the Employer shall provide 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) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards per work area for up to twenty-five (25) employees covered by this Agreement, with a maximum number of eight (8) Shop Stewards per work area.
- (2) The Employer is to be kept advised of all Shop Steward appointments.

- (3) One (1) shop steward or Union Committee member shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

The Chief Shop Steward 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 shall be permitted to wear union pins and shop steward badges.

#### **2.07 Bulletin Boards**

The employer shall provide space for two bulletin boards per facility for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

#### **2.08 Notice of 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/manager's permission.

### **ARTICLE 3 – DEFINITIONS**

"Common-Law Spouse" means two people who have cohabited as spousal partners for a period of not less than one (1) year.

"Employer" means Compass Group Canada (Health Services) Ltd.

"Crothall" means the division through which the employer services its housekeeping contract with PHSA.

"Morrison" means the division through which the employer services its food service contract with PHSA.



“Crothall Employee” means an employee employed in the service of the employer’s housekeeping contract with PHSA.

“Morrison Employee” means an employee employed in the service of the employer’s food service contract with PHSA.

“Division” means either Morrison or Crothall.

“Worksite” means PHSA sites serviced.

“Work Area” means one of BC Children’s and Women’s Hospital; BC Cancer Agency; or Sunnyhill Health Centre for Children.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

- (i) 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 efficiencies of all operations.
- (ii) 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 meetings.
- (iii) To discipline or discharge for proper cause and to retire employees at the normal retirement age.

**4.02** It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of the employer.

**4.03** This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

#### **4.04 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.

## **ARTICLE 5 - STRIKES, LOCKOUTS, LEGAL PICKET LINES**

### **5.01 No Strikes or Lockouts**

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the employer lock-out bargaining unit employees.

### **5.02 Legal Picket Line**

Refusal to cross or to work behind a picket line that is legally established pursuant to the Labour Relations Code of B.C. shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this Article shall be considered to be absent without pay.

### **5.03 Force Majeure/Act of God**

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

## **ARTICLE 6 – UNION/MANAGEMENT COMMITTEES**

### **6.01 Union/Management Committees**

Two (2) Labour-Management Committees shall be established, each consisting of two (2) employees chosen according to the Union's practice and the Secretary Business Manager of the Union or his/her designate, and two (2) representatives of Crothall or Morrison management as the case may be. The Union shall appoint one (1) alternate representative. On the written request of any of its member(s), a Labour Management Committee shall meet at least once every month during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of a Labour Management Committee is to promote the cooperative resolution of the workplace issues including workload, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at Labour Management Committee.

**6.02 Employee Attendance at Staff Meetings**

- (a) Where an employee is directed by the employer to attend a staff meeting or a committee meeting during his/her working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in attendance at these meetings.
- (b) Where an employee is directed by the employer to attend a staff meeting or committee meeting outside of normal working hours, said employee 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 Right to Have 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.

### **7.03 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.

**7.04** 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.

**7.05** 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.

**7.06** All grievances shall proceed as follows:

- Step 1        The employee shall take the difference to his manager with or without his/her Steward at the employee's option within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.
- Step 2        Failing settlement at Step 1, the employee or his/her Representative shall within twenty-one (21) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and meet with the applicable manager or designate and endeavour to settle the matter. The Manager shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.
- Step 3        Failing settlement at Step 2, the Union committee shall, within fourteen (14) calendar days of the employer's response in Step 2, meet with the applicable Manager/Director or designate to discuss the grievance.

- Step 4 Where the matter is not settled at Step 3, within sixty (60) calendar days of the event giving rise to the difference, the grievance shall either:
- (i) by mutual agreement of the parties, be referred to an investigator for binding recommendations as provided in Article 7.07 below, or,
  - (ii) Where there is no mutual agreement in (i) above, the grievance shall be referred to arbitration pursuant to Article 7.10.

Grievances of a general nature may be initiated by a member of the Union Committee in Step two of the grievance procedure.

In the event of an employer grievance, it shall proceed directly to Step 3.

#### **7.07 Investigator**

In the event a grievance is referred to an investigator pursuant to Article 7.06 the Investigator shall be chosen from the following list:

- (1) Bob Blasina
- (2) Joan Gordon
- (3) John Hall
- (4) Judy Korbin**
- (5) Vince Ready
- (6) Chris Sullivan
- (7) Colin Taylor

The investigator chosen shall be the first investigator contacted who is able to confirm his/her availability to conduct the investigation and report binding recommendations in a reasonable time. The order in which the listed investigators are contacted shall be as follows:

alphabetically in the first investigation under this Article, thereafter,

alphabetically commencing with the first name following the investigator who last issued binding recommendations pursuant to this Article.

After an investigator has been retained, he/she will meet and hear the position of both sides, interview all relevant witnesses, consider all relevant evidence and render recommendations within twenty-one (21) calendar days of his/her appointment.

The investigator will be restricted to interpreting and applying the provisions of this agreement and will have no authority to alter, modify, subtract from or supplement the provisions in any way.

The Parties will bear an equal proportion of the fees and expenses of the investigator.

#### **7.08 Dismissal, Suspension or Layoff**

The following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the employer in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the employer's receipt of the Union's written grievance, officers of the employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the mutually agreeable arbitrators.

#### **7.09 Expedited Arbitration**

- (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
  - (1) Bob Blasina
  - (2) Joan Gordon
  - (3) John Hall
  - (4) Judy Korbin**
  - (5) Vince Ready
  - (6) Chris Sullivan
  - (7) Colin Taylor
- (12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 7.10.
- (13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

## **7.10**

### **Arbitration**

- (i) The following lists constitutes the arbitrators agreed to by the parties:
  - (1) Bob Blasina
  - (2) Joan Gordon
  - (3) John Hall
  - (4) Judy Korbin
  - (5) Vince Ready
  - (6) Chris Sullivan
  - (7) Colin Taylor
- (ii) The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within forty-five (45) days of the discharge, suspension or lay-off. The order in which arbitrators are contacted shall be as follows:
  - (A) alphabetically in the first arbitration under this Article; and thereafter

- (B) alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (iii) The Arbitrator shall render a decision within forty-five (45) days of the discharge, suspension, or lay-off. The arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any ways.
- (iv) The Arbitrator will base his/her decision on evidence submitted by the Union and by the employer's representatives, or their appointees.
- (v) The Arbitrator's decision shall be final and binding on both parties.
- (vi) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

#### **7.11 Time Limits**

Time limits may be altered by mutual consent of the parties; however, the consent must be in writing and will not be unreasonably withheld. 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.

### **ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS**

**8.01** That 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 37.5 hours per week. Regular full time employees accumulate seniority based on the number of hours worked.

#### Regular Part-Time Employees

A regular part time employee is one who is regularly scheduled to work less than full time hours per week (Reference Article 18.02). Regular part time employees accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part time employee.



## Casual Employees

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

## **ARTICLE 9 - EVALUATION REPORTS, PERSONNEL FILE**

### **9.01 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.

### **9.02 Personnel File**

Upon one (1) weeks notice, an employee, or the Secretary-Business Manager of the Union, or designate, with the written authority of the employee, shall be entitled to review the employee's personnel 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 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 7.08. 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.

## **ARTICLE 11 – SENIORITY**

### **11.01 Promotion, Transfer, Demotion**

In the promotion, transfer or demotion of employees, efficiency, required qualifications and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

### **11.02 Qualifying Period**

If a regular 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 three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month 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 increment step 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 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.

- 11.03** 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.

**11.04 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.

**11.05 Military Service**

It is understood service with the 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.

**11.06 Seniority Lists and Seniority Dates**

- (a) The parties agree that there shall be two (2) seniority lists, one (1) for Crothall employees and one (1) for Morrison employees within Morrison.
- (b) The seniority lists shall include the employee's name, status, and hours of accumulated seniority.
- (c) The employer agrees to provide to the Union an updated copy of the lists twice per year.
- (d) Upon request, the employer agrees to make available to the Union the date of hire and seniority hours of any employees covered by this agreement. The date of hire and seniority hours shall be subject to correction for error on proper representation by the Union.

**11.07 Loss of Seniority**

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

- (a) voluntary resignation,
- (b) retirement,
- (c) discharged for just cause,
- (d) is absent from work by reason of layoff for more than six (6) months,
- (e) if a laid off employees fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail or courier.

## **ARTICLE 12 - JOB POSTINGS AND APPLICATIONS**

### **12.01 Job Postings and Applications**

- (a) The employer agrees that all bargaining unit positions shall be posted at the worksite 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 Union designate.
- (b) Postings shall be open to any employee of the posted bargaining unit position's division.
- (c) The employer shall also consider applications from those employees in the position's division with the required seniority, qualifications, experience and ability who are absent from their normal places of employment because of sick leave, annual vacation, union leave, compassionate leave or other leave and who have filled out an application form stating they would be interested in applying for a vacancy or new job occur during their absence.

### **12.02 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 work area location
  - 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.

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.

- 12.03** 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.
- 12.04** 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.
- 12.05** **Temporary Vacancies less than 45 days**
- (a) Notwithstanding Article 12.01, 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 qualified regular employees within their own division 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 Article 12.01.
- 12.06** Two (2) copies of all postings shall be sent to a person designated by the Union within the aforementioned ten (10) calendar days.

## **ARTICLE 13 – JOB DESCRIPTIONS**

- 13.01** The employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain job title, qualifications and summary statement of duties, and date prepared.
- The said job descriptions shall be provided in writing to the Chief shop steward and Secretary-Bus Manager or designate.
- 13.02** Each regular employee shall be provided with a copy of the job description for his/her classification.

- 13.03**
- (a) In case of 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 job description and meet with the Union to discuss the appropriate remuneration. If agreement cannot be reached the issues 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 initiate a grievance in accordance with Article 7. The parties will meet at Step 3 of the grievance procedure to review the grievance. If an agreement cannot be reached the issues 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 14 - CONTRACTING OUT**

**14.01** 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.

**14.02** **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.

In the event of any of the exceptions as noted above, the employer will notify the Union, in a timely manner, functions they intend to contract out, except where an emergency exists.

#### **ARTICLE 15 - TECHNOLOGICAL CHANGE AND LOSS OF WORK**

**15.01** An employee shall be considered displaced by technological change when his/her services are no longer required as a result of automation or

replaced by equipment, or the mechanization or automation of duties which cause the displacement and/or layoff of an employee.

**15.02** Where the Employer intends to introduce technological change which affects the job security of at least twenty (20) percent of the employees within a division, the Employer shall give no less than sixty (60) calendar days notice in writing to the Union. Where less than twenty (20) percent of the employees within a division will be affected, the Employer will give no less than twenty (20) work days notice in writing to the Union.

**15.03** The employer and the Union shall, within fourteen (14) days of the date of the notice, meet to review the effect of the change and what course of action is to be taken.

**15.04** After notice has been given, the employer and the Union will meet in good faith and endeavour to develop an adjustment plan on which the change will be made and may include the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provisions in the collective agreement;
- (ii) human resource planning and employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) entitlement to pension and other benefits including early retirement benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

The parties agree that changes made to the collective agreement through the adjustment plan are enforceable.

**15.05** In the event of a layoff, regular employees shall receive no less than fourteen (14) days written notice in advance of the day of layoff. A copy of such notice shall be provided to the Secretary Business Manager and Union shop steward.

**15.06** The employer will layoff employees in reverse order of seniority within the classification provided those retained have the ability to do the work.

No new employee 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.

**15.07 Layoff/Reduction in Hours – Two 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 in hours
- (ii) accept the layoff or reduction in hours and be assigned available casual hours within their division ahead of casual call-in for work
- (iii) elect unpaid leave or take vacation entitlement earned.

**15.08 Layoff/Reduction in Hours – Greater than two weeks**

The employee may elect one of the following options:

- (i) displace a less senior employee within the division where the employee has the ability to do the work. If there is no one within the employee's own division to displace, the employee may then elect to displace a less senior employee within the other division where the employee has the ability to do the work.
- (ii) be placed on the casual list.
- (iii) be placed on the recall list.

**15.09 Layoff Notice or Pay**

The employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay in lieu as follows:

- (i) one weeks pay or 14 days written notice, after three months service;
- (ii) two weeks pay or 21 days written notice, after one year of service;
- (iii) three weeks pay or 28 days written notice, after two years service, plus one additional week's pay for each additional year of employment to a maximum of eight weeks pay.

A copy of the written notice shall also be sent to the Secretary Business Manager of the Union or his/her designate.

**15.10 Recall Rights**

- (a) Laid off regular employees shall retain recall rights for 6 months.



- (b) Laid off regular employees shall be rehired within their division 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 he/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 months of his/her return to work.
- (d) Laid off employees failing to report for regularly scheduled work within seven days of notification shall be considered to have terminated their employment. Employees required to give two weeks notice to another employer shall be deemed to be in compliance with the seven 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.
- (f) No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the ability to do the work available.

#### **15.11 Additional Posting Options**

- (a) During the fourteen (14) day layoff notice period a laid off employee is entitled to notify the employer that he/she is available for work within his/her division.
- (b) A laid off employee who has exercised his/her rights pursuant to 15.11(a) shall be considered for all jobs posted within his/her division pursuant to Article 12.01.
- (c) All other layoff provisions continue to apply for employees electing additional options.
- (d) An employee who successfully posts into a new position within his/her division shall be credited with all service and seniority earned prior to the layoff.

#### **15.12 Bumping**

- (a) In a layoff, the Employer shall supply to an employee and the Union designate a list of employees in the division of the laid off employee that may be bumped by the employee. An employee must exercise their bump option within five (5) days of receiving the list.
- (b) The employee shall receive the rate of pay for the new position.

## ARTICLE 16 – TRAINING

- 16.01** 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.
- 16.02** It is understood that an employee will be adequately trained to perform the assigned work.
- 16.03** 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.
- 16.04** 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 train, on the basis of seniority, employees who demonstrate an ability for the work.
- 16.05** The Employer may grant leave to allow employees to take additional courses related to their employment and such leave may be without pay or with partial pay.

## ARTICLE 17 –SCHEDULING PROVISIONS

- 17.01**
- (a)
    - (i) The employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least 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 shifts of the most junior qualified employee 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 19.

- (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 prior approval of the employer.

## **ARTICLE 18 - HOURS OF WORK**

### **18.01 Continuous Operation**

The work week shall provide for continuous operation Sunday through Saturday.

### **18.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven-and-a-half (37.5) to forty (**40**) hours per week, and the work shift shall be seven-and-one-half (7.5) 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 at any time to work more than six (6) consecutive shifts unless otherwise mutually agreed between the Employer and Union.

### **18.03 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 a full shift shall receive one (1) rest period.

Where there is mutual agreement between the Union designate and the employer designate, rest periods may be combined to meet employee and operational requirements.

**18.04 Meal Periods**

All employees covered by this Collective Agreement working more than 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.

**18.05 Meal Allowance**

Subject to availability and applicability, employees are allowed an amount of food and drink for personal consumption during their shift, to be paid by the employee through an automatic payroll deduction in the amount of \$1.75. A list of excluded food and drink items will be posted on the bulletin board. Employees who do not wish to avail themselves of such food and drink shall notify the manager in writing. There is no obligation to consume such subsidized food and drink, and no payroll deduction shall be made in such circumstances.

**ARTICLE 19 – OVERTIME**

**19.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 18.02, or who are requested to work on their scheduled off-duty days:

- (1) One-and-one-half times (1½x) the employees 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 over time 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 (1½x) the employee's regular hourly rate for all hours on a scheduled day off.

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

**19.03** 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.

**19.04** 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, where applicable depending on operational requirements. The said 15 minute break shall be taken within 1.5 hours of the commencement of overtime. If the overtime extends to beyond 2½ hours, the employee shall receive breaks in accordance with Article 18.03.

- 19.05** Overtime shall be offered in 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 employee.
- 19.06** 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.
- 19.07** For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.
- 19.08** A regular part-time employee who is working less than the normal hours per day, or 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 at the rate of straight time for the hours so worked, up to and including the normal hours in the work day 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.

## **ARTICLE 20 – CALL BACK TO WORK**

Employees called back to work on their regular time off shall receive a minimum of 2 hours 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 kilometre from the employees 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 21 – REPORTING PAY**

### **21.01 Guaranteed Minimum Hours**

Any employee, except those covered by Article 20, 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.

(c) **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 22 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS**

**22.01** In cases where an employee is required, during a scheduled shift, to relieve in a higher rated job, the employee shall receive the hourly rate of the higher rated job for any and all hours worked after 2 hours.

If the employee is required to relieve in a higher rated position for one or more full shifts, they shall receive the higher rate for any and all hours worked.

**22.02** In cases where employee is required to transfer temporarily to a lower-rated job such employee shall incur no reduction in wages because of such transfer.

**ARTICLE 23 - TRANSPORTATION ALLOWANCE**

**23.01** An employee who uses his or her own vehicle to conduct business at the request of the employer shall receive an allowance of \$0.31/km. Minimum allowance shall be \$10.00.

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

**23.03** (a) In the event that a regular employee is required to work at a different work area after they have commenced work, or a regular employee is required to report to work at a different work area, any cost difference that they may incur over their normal expenses when reporting to work will be reimbursed by the employer. If the employee has driven their vehicle to work the employer will pay the transportation allowance pursuant to Article 23.01 from their normal place of work to the different work area.

(b) In the case of a casual employee, if the employer requires them to report to work at a different work area as in (a) above without attempting to inform them at least one (1) hour prior to the start of the shift, they shall also be reimbursed as in (a) above. The casual employee shall, at all times, keep the employer informed of a contact phone or pager number.

## ARTICLE 24 - STATUTORY HOLIDAYS

### 24.01 Statutory Holidays

- (a) Employees 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 Years Day	Labour Day
Thanksgiving Day	Good Friday
Remembrance Day	BC Day
Victoria Day	Christmas Day
Canada Day	

- (b) **Pay Calculation**

Statutory holiday pay shall be based upon the average percentage of available full time hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.

- (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.

### 24.02 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to 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 (2) weeks notice is required for leave under this provision. Where *two* (2) 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.

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

**24.04** Subject to operational requirements, the employer shall make every effort to schedule either Christmas or New Years Day off for regular employees so requesting.

- 24.05** If a statutory holiday occurs within an employees vacation period, an extra day's vacation will be allowed for each stat holiday so occurring.
- 24.06** Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WCB payments for the days in question.
- 24.07** All employees scheduled to work on any of the statutory holidays as listed in Article 24.01 shall not have their normal hours of work reduced.

## **ARTICLE 25 – VACATIONS**

- 25.01** The employer's vacation year is Sept 1 – August 31.

10 working days per year in the first year at 4%  
 15 working days per year in the 6th year at 6%  
 20 working days per year in the 11 year at 8%  
 25 working days per year in the 16th year at 10%

**25.02** **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.

**25.03** **Vacation Pay**

Upon receipt of twenty-one (21) 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.

**25.04** **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 25.01.

**25.05** **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.



**25.06 Vacation Credits Upon Death**

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

**25.07** 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.

**ARTICLE 26 - COMPASSIONATE LEAVE**

**26.01** Compassionate 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.

**26.02** Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

**26.03** At the request of an employee and subject to the employer's operational needs, the employer may provide an unpaid compassionate leave where the grounds for same are bona fide and verifiable.

**ARTICLE 27 - SICK LEAVE, W.C.B, RETURN TO WORK**

**27.01** Effective January 15, 2007, a regular employee shall be entitled to six (6) days sick leave per year as outlined in the Benefits Appendices B and C. The year shall be from January 15 – January 14 inclusive. Sick leave is not cumulative, i.e. unused sick leave days are not to be carried over to the following year.

**27.02** 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.

**27.03** Sick leave shall be computed on the basis of scheduled work days and all claims shall be paid on this basis. Sick leave deductions shall be in accordance to actual time off.

**27.04** 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.

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

**27.06** 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 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.

**27.07 Workers Compensation Benefits**

- (a) Employees shall receive directly from the WCB 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 33 and Article 34 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 30 except that seniority shall continue to accrue based on regular hours.

**27.08 Transportation for Accident Victim**

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

**27.09 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.

**27.10 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 who participates.
- (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.

**ARTICLE 28 - EDUCATIONAL LEAVE**

**28.01** The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.

**28.02** 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.

**28.03** 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 division can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

## **ARTICLE 29 - JURY DUTY**

Any regular employee, who is required for jury selection, jury duty, 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 30 - UNPAID LEAVE**

### **30.01 General**

An employee may request an unpaid LOA, which shall be in writing with a minimum of fourteen (14) days in advance. The granting of such a request by the employer shall be subject to the operational needs of the employer.

**30.02** Requests from employees for unpaid loa of less than or equal to 2 weeks shall be made in writing to their immediate supervisor and may be granted at the employer's discretion. The employee shall give at least 7 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.

### **30.03 Unpaid Leave Affecting Seniority and Benefits**

An employee granted unpaid loa shall continue to accumulate continuous service with the employer.

All seniority and benefits earned by the employee shall be maintained for unpaid loa granted for up to 20 working days or less.

If an unpaid loa or an accumulation of unpaid loa's exceeds 20 working days in any year, the employee shall not accumulate seniority or benefits

from the 21<sup>st</sup> day of unpaid loa to the last day of unpaid leave. Seniority will begin to accumulate upon the employees return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

Employees may pay the benefit premium and retain benefits while on unpaid loa longer than 20 working days.

#### **30.04 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:
  - (i) 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;
  - (ii) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (iii) for employees who are representatives of the Union on a Bargaining Committee.
  - (iv) members of the Union's Provincial Executive will be granted leave to attend regular provincial executive meetings.
- (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 division. Such requests shall be made in writing sufficiently in advance to minimize disruption of the division. 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 thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates 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 (c) above. The employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **30.05 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.

## **ARTICLE 31 - MATERNITY LEAVE AND/OR PARENTAL LEAVE**

### **31.01 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 return to his/her former position without loss of any entitlements providing a position still exists. If the position no longer exists, the employee will exercise bumping rights as per Article 15.12.

### **31.02 Parental Leave**

Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay (or thirty seven (37) consecutive weeks in the case of a birth mother who takes maternity leave under Article 31.01). 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 Standards Act.

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 the birth mother who takes maternity leave under Article 31.01). In such case the employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

in the case of the mother, immediately following the conclusion of leave taken pursuant to Article 31.01 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.

**31.03** 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.

**31.04** Upon returning to work from maternity leave and/or parental leave under this Article, the employee shall continue in his/her former position, without

loss of perquisites. If the position no longer exists, the employee will exercise bumping rights as per Article 15.12.

## **ARTICLE 32 – FAMILY RESPONSIBILITY LEAVE**

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

## **ARTICLE 33 – BENEFIT PLANS**

Employees who have completed the probationary period and are continually scheduled to work an average of twenty (20) or more hours per week are eligible for benefit coverage in accordance with Appendix “B”.

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve (12) month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the master contract held with the benefits provider.

It is understood that the employer is not itself obligated to provide benefits other than paid sick days, pursuant to this agreement, but, with employees, to pay a portion of the premium for the same, pursuant to Appendix “B” to a benefit provider. The 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 provide each employee with a comprehensive summary of the benefit plan coverage within twenty-eight (28) calendar days of the effective date of coverage.

## **ARTICLE 34 – GROUP LIFE INSURANCE**

The parties agreed to maintain the status quo.

## **ARTICLE 35 – WORK CLOTHING AND EMPLOYER PROPERTY**

### **35.01 Uniforms**

- (a) The employer shall supply uniforms including shirts, pants and hair covering and aprons if required. 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.



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

**35.02** 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.

**35.03 Protective Clothing and Equipment**

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.

All such clothing, tools and equipment shall be maintained and replaced at employer's expense.

All such clothing, tools and equipment shall comply with applicable Workers Compensation Board regulations concerning the same.

**ARTICLE 36 – MORE FAVOURABLE RATE**

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

**ARTICLE 37 – PAY DAYS**

Employees shall be paid by direct deposit biweekly subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, 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, where applicable
- (c) Annual vacation pay - see Article 25
- (d) Where significant payroll error is identified, the employer will provide a manual cheque as soon as reasonably possible.

## **ARTICLE 38 - VACCINATION, INNOCULATION AND CRIMINAL RECORD CHECK**

### **38.01 Vaccination, Inoculation and Suitability**

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work; with specific client groups. 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 or inoculation or other immunization, it shall be at the employer's expense and on the employer's time provided time spent is reasonable. The employer shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

### **38.02 Criminal Record Checks**

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

## **ARTICLE 39 – OH&S**

### **39.01 Occupational Health and Safety Committees**

The parties agree that Joint Occupational Health and Safety Committees ("Joint Committees") shall be established for each of Morrison and Crothall. The Joint Committees shall be governed in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Joint Committees shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other employees who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

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

**39.03** Employees who are members of the Joint Committees 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 Joint Committees pursuant to the WCB Industrial Health and Safety Regulations.

**39.04** Employees on the Joint Committees shall be reimbursed for all necessary and reasonable expenses incurred by them to attend meeting of the Joint Committees.

**39.05 Training and Orientation**

The Employer will provide orientation or in-service which is 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 also make readily available information, manuals and procedures for these purposes.

**ARTICLE 40 – PRINTING OF 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 41 – VARIATIONS**

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

**ARTICLE 42 – 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.

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 43 – EFFECTIVE AND TERMINATING DATES**

The Agreement shall be effective from September 18, 2005 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 within four (4) months immediately preceding the expiry of this Agreement.

#### **ARTICLE 44 – WAGESCHEDULES, SHIFT PREMIUMS AND RETROACTIVE PAY**

##### **44.01 Wages**

Wages shall be in accordance with Appendix A.

##### **44.02 Specific Morrison Classification Definitions**

“Catering Associate” interacts directly with the patient by offering patient food choices based on their diet criteria and ensures the foods provided are accurate and meet the diet criteria. The Catering Associate interacts with nursing by verifying at meal service the patients requiring meals and the accuracy of their diets. A Catering Associate may also complete General Help duties.

“General Help” works in any area of the food service operation including receiving, food issuing, preparation, portioning, tray and bulk food assembly, food and supply delivery to patient units, dish and pot washing and cleaning, cash handling and servicing customers.

Note: Both positions include practicing safe food handling techniques.

##### **44.03 Retroactive Pay**

Retroactive wages for the period September 18, 2005 – September 17, 2006 inclusive shall be paid to an employee who worked during that period and remains in the employ of the employer as at the execution of the Agreement on the basis of the difference between what the employee received in wages for work during the period September 18, 2005 – September 17, 2006 inclusive and the applicable wage rate(s) for the same period as set out in Appendix A.

**44.04 Shift Premiums**

Employees covered by the Agreement shall be entitled to a shift premium of twenty (20) cents per hour for all hours worked on the afternoon shift and fifty (50) cents per hour for all hours worked on the night shift.

**44.05 Grandfathering**

Wages shall be paid pursuant to Appendix A with the following exception: certain current Morrison employees within the "General Help" classification currently receive the "Catering Associate" rate of pay. Such Morrison employees shall be "grandfathered" at the applicable "Catering Associate" rate of pay while they remain within the "General Help" classification.

## ADDENDUM - CASUAL ADDENDUM

1. Casual/relief employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification within one division in respect of which such employee meets the requirements of the classification.
2. Casual/relief employees shall accumulate seniority on the basis of the number of hours worked. The casual/relief employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.
3. The manner in which casual/relief employees shall be called to work shall be as follows:
  - (a) The Employer shall maintain both:
    - (i) Two (2) Master casual/relief seniority lists which shall include all casual/relief employees employed by the employer in each of Crothall and Morrison listed in descending order of their seniority; and
    - (ii) A classification registry for each job classification in which casual relief employees may be used. Each classification registry shall list those casualhelief employees who have been qualified to work in that job classification in descending order of hours worked.
  - (b) The Employer shall call those casual/relief employees who are registered in the classification applicable to the work required to be performed. Each casual/relief employee must provide the Employer with one or two telephone numbers where the employee can be reached. The Employer shall commence the call-in process by calling the most senior employee in the applicable classification registry at the one or two telephone numbers provided by the casual/relief employee. In the event that voicemail, a pager, or an answering machine is reached, the Employer shall leave a message including the date and time of the call. If the employee does not respond to the Employer within three (3) minutes of the call being made, the Employer shall call the next most senior employee in the classification registry.
  - (c) All calls made by the Employer pursuant to Paragraph(b) shall be recorded in a log book maintained for that purpose. The log will show the name of the casualhelief employee called, the date and time that the call was made, the job required to be performed and its time and date, whether the employee accepts or declines the work or fails to respond to the call, and the signature of the person who made the call. In the event

of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies of any of its pages.

- (d) If the casual/relief employee called fails to answer the call or declines the work assignment, the Employer shall then call the next most senior employee registered in the job classification and this process will be continued until a casual/relief employee is found who is ready, willing and able to perform the work assignment.
  - (e) **A casual/relief employee who accepts a work assignment shall be deemed to have the same obligation to fulfill the work assignment as a regular employee.**
4. At the beginning of each month, each casual/relief employee shall provide the Employer with their projected availability for the month. If a casual/relief employee's availability changes during a particular month, the casual/relief employee will advise the Employer accordingly; however, if the casual/relief employee wishes to restrict his/her declared availability for that month, the casual/relief employee may only do so twice during the month.
  5. Based on the casual/relief employee's availability, if the employee declines a work assignment more than three (3) times in a 6 month period without a bona fide reason, the employee will be removed from the casual/relief list. Employees may also be removed from the casual/relief list for just and proper cause.
  6. The casual/relief list will be updated twice a year by the Employer.

**Appendix A:**

**Wage Rates for Crothall Employees and Morrison Employees**

<b>Classification</b>	<b>September 18, 2005-06</b>	<b>September 18, 2006-07</b>	<b>September 18, 2007-08</b>	<b>September 18, 2008</b>
<b>CROTHALL EMPLOYEES</b>				
• Laundry / HK Aide	10.56	12.00	12.59	13.05
• Laundry / HK Leadhand	11.79	12.60	13.76	14.25
• Critical Care	12.14	12.14	12.88	13.05
<b>MORRISON EMPLOYEES</b>				
• Kitchen Aides (Retail)	10.58	12.00	12.59	13.05
• Cook 1 (Patient)	11.79	12.60	13.76	14.25
• Cook 2 (Retail)	15.84	16.92	17.42	17.92
• Catering Associate	12.67	13.95	15.44	16.11
	12.14	12.46	13.30	13.65



## Appendix B:

### Summary of Benefits: Crothall Employees

Available to Crothall employees with seniority who are continuously scheduled to work 20 or more hours per week.

BC Medical Plan	100% of the premium paid by Crothall
Life and AD&D Insurance	\$25,000.00 coverage 100% Crothall paid
Dental Plan	Basic Prevention Coverage 70% Crothall paid 30% Employee paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 70% Crothall paid 30% Employee paid
Vision Care	\$200.00 per Employee every 24 months
Paid Sickdays	Effective January 15, 2007, Crothall employees shall be entitled to six (6) days sick leave per year to be taken at any time. The year shall be January 15 to January 14 inclusive. Sick leave is not cumulative, i.e., unused sick leave days are not to be carried over to the following year.

An eligible Crothall employee may reapply for benefit coverage once a minimum of 12 months has expired until the last application, last offer of benefit coverage or under special circumstances or outlined in the Master Contract.

## Appendix C:

### Summary of Benefits: Morrison Employees

Available to Morrison employees with seniority who are continuously scheduled to work 20 or more hours per week.

BC Medical Plan	100% of the premium paid by Morrison
Life and AD&D Insurance	\$25,000.00 coverage 100% Morrison paid
Dental Plan	Basic Prevention Coverage 70% Morrison paid 30% Employee paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 70% Morrison paid 30% Employee paid
Vision Care	\$200.00 per Employee every 24 months
Paid Sickdays	Effective January 15, 2007, Morrison employees shall be entitled to six (6) days sick leave per year to be taken at any time. The year shall be January 15 to January 14 inclusive. Sick leave is not cumulative, i.e., unused sick leave days are not to be carried over to the following year.

An eligible Morrison employee may reapply for benefit coverage once a minimum of 12 months has expired until the last application, last offer of benefit coverage or under special circumstances or outlined in the Master Contract.

50