

COLLECTIVE AGREEMENT

Compass Group Canada (Beaver Ltd.) dba  
CHARTWELLS  
at  
Langara College Cafeteria  
("the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 15  
(VANCOUVER MUNICIPAL, EDUCATION  
AND COMMUNITY WORKERS)  
("the Union")

April 1, 2012 to March 31, 2016

About the Canadian Union of Public Employees (CUPE) Local 15  
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CUPE Local 15 was organized over 90 years ago and has over 600,000 members working at well over 100 different work sites in Vancouver. Members of CUPE Local 15 work in a diversity of jobs, including clerical, educational, administrative, recreational, technical, cultural, residential, parking enforcement and building service positions. CUPE Local 15 represents members working for 18 different employers in Vancouver and the surrounding area. The overall membership is made up of approximately 60% women and one third are part-time workers. CUPE Local 15 is affiliated with CUPE British Columbia Provincial Division, CUPE Metropolitan District Council, CUPE National, the Canadian Labour of Congress (CLC) and the Vancouver and District Labour Council (VDLC). The Canadian Union of Public Employees represents over 500,000 workers in the public sector across Canada from coast to coast.

As a CUPE Local 15 member you are encouraged to participate in your union as much as possible. Membership meetings are held nine times per year. Membership meetings are where discussion, debate, appointments, elections and major decisions take place that impact you and your co-workers. It is also your opportunity to find out first hand the latest news, provide input, and ask questions on the issues that you are concerned about.

An Executive Board and Trustees are elected by the membership at an Annual General Meeting held every April. The President and Secretary Treasurer work full time at the union office and are full time political officers of the union. CUPE Local 15 also employs its own specialized staff including staff representatives, an office manager, office support staff, an accounting coordinator and a building maintenance worker. All staff work under the direction of the Executive Board and are an important part of our local. In addition, CUPE directly supplies Local 15 with national and legal representatives and clerical support.

A collective agreement specifies the terms and conditions of your employment and has been mutually agreed to by the union and your employer. Both parties want the provisions to be respected and properly applied. It is in your best interest to know the contract as it applies to your working environment. Contract improvements are negotiated between your employer and the union, and changes to the application require mutual agreement between them both. Negotiations generally start three months prior to the expiry of the collective agreement. It is the practice of your union to elect the bargaining committee from within the membership of the bargaining unit and you will be notified when this will take place.

Within your contract group are members that have been elected as shop stewards. If you have any questions concerning the union, the collective agreement, or your rights as a worker, a shop steward would be pleased to provide assistance. If you do not know a shop steward please contact the union office at 604-879-4671. For additional information check out our website at [www.cupe15.org](http://www.cupe15.org).

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1. TERM OF AGREEMENT

1.0.1 This Collective Agreement will be in effect from April 1, 2012 until March 31, 2016, both dates inclusive.

1.0.2 Either party to this Agreement may, within 4 months of its expiry date, give written notice to the other party to commence collective bargaining to amend or renew the Agreement.

1.0.3 If either party gives written notice, this Agreement will continue in full force and effect and neither party will make any change in the terms of this Agreement or increase or decrease the rate of pay of any employee until:

the Union goes on strike; or

the Employer locks out its employees; or

the parties conclude a new Collective Agreement.

1.0.4 The operation of Sections 50(2) and (3) of the Labour Relations Code of BC are excluded from this Agreement.

1.0.5 The purpose of this agreement is to maintain a harmonious relationship between the parties, including, the most efficient and effective operation of business, and, the enhancement of living standards and working conditions of the employees. Workers will be treated fairly and equitably.

It clearly defines the hours of work, rates of pay, conditions of work as well as provides for an amicable method of resolving any differences which may arise.

1.0.6 No Strikes or Lockouts

The Union agrees that there will be no strike and the Employer agrees that there will be no lockout as long as this agreement continues to operate.

Should the Labour Relations Board rule a strike is in contravention of the Labour Relations Code, the Union agrees to instruct its members to comply with the ruling.

Should the Labour Relations Board rule a lockout is in contravention of the Labour Relations Code, the Employer agrees to instruct its Principals/Managers to comply with the ruling.

The terms "strike" and "lockout" shall be as contained in the Labour Relations Code.

## 2. UNION RECOGNITION AND RIGHTS

2.0.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Labour Relations Board of BC on August 1, 1997.

No employee shall be compelled or coerced to enter into any individual contract or agreement with the employer concerning the conditions of employment or varying the conditions of employment contained herein.

2.0.2 The Employer will not bargain with any other labour organization for the employees covered by this Agreement during the term of this Agreement.

2.0.3 No person will intimidate, coerce, impose any penalty on, or discriminate against any employee because that employee exercises or seeks to exercise any right under this Collective Agreement or complains, gives evidence or assists in the initiation or prosecution of a grievance or other matter related to this Collective Agreement.

2.0.4 Work normally performed by employees in the bargaining unit will not be performed by persons excluded from the bargaining unit, except for on the job training, instruction of employees or in the case of an emergency beyond the control of the Employer.

2.0.5 The Employer will, within 10 days of a request from the Union, supply the Union with a list of employees in the bargaining unit, addresses and phone numbers, provided a waiver for such a release is provided by the Union.

2.0.6 The Employer agrees that the Union may use the bulletin board in the lunchroom, subject to any contrary instructions by the College. The Union will use the bulletin board to post notices related to legitimate union business. The Union will not post any material that is

detrimental to the Employer or its client (Langara College). The Employer may remove dated material off the bulletin board.

2.0.7 Picket Lines

Employees shall not be disciplined for refusing to cross a picket line which has not been declared illegal in accordance with the Labour Relations Code of B.C.

2.1 Union Membership and Dues

2.1.1 All present employees must maintain membership in the Union as a condition of continued employment subject to the laws and the rights of the individual.

2.1.2 Within thirty (30) days of employment all new employees will be required to sign a form which authorizes the deduction of Union initiation fees, dues, assessments and levies from each pay cheque.

2.1.3 The Union will supply the Employer with all documents or forms required to be signed by employees for deduction of Union initiation fees, dues, assessments and levies.

2.1.4 The Union will advise the Employer of any changes to Union initiation fees, dues, assessments and levies in writing, at least one month in advance of such change.

2.1.5 The Employer will deduct Union initiation fees, dues, assessments and levies from each pay cheque of employees. The Employer will forward these to the Secretary Treasurer of the Union together with a list of employees, gross salary and dues deducted usually within the first week of the month following deductions.

2.1.6 For new employees, the deduction of Union dues and initiation fees will commence on the first pay cheque following authorization under 2.1.2.

2.1.7 Should any employee in the bargaining unit cease to be or refuse to become a member in good standing of the Union, the Employer will, upon receiving notice from the Union, discharge the employee, subject to the right of the individual to challenge such a request, and until legally concluded, no discharge shall occur.

2.1.8 The Union shall indemnify and save harmless the Employer from any



liability as a result of such deductions remitted to the Union.  
2.1.9 Nothing in this Article or Collective Agreement shall preclude individuals from exercising their legal rights.

## 2.2 Shop Stewards and Union Representatives

2.2.1 The Employer will recognize up to maximum of 3 appointed Shop Stewards of the Union provided the Union has advised the Employer in writing of the names of its Shop Stewards. The Union will advise the Employer of any changes to its Shop Stewards.

2.2.2 The time spent by a Shop Steward during their regular scheduled working hours in grievance meetings with the Employer will be without loss of pay. This does not extend to the arbitration process, where the Union will be responsible for any and all finances of its members and witnesses.

2.2.3 A Union Shop Steward will be given the right to interview each new employee within regular working hours without loss of pay for not more than 15 minutes in the first 30 days of employment. This interview will be scheduled by mutual agreement of the Shop Steward and the Employer. The interview is to acquaint the new employee with the terms and conditions of employment.

2.2.4 The Union agrees that the Shop Steward's primary function is to perform the work assigned to them by the Employer.

2.2.5 When visiting the workplace, the Union Staff Representative shall first report to the Manager. The Union Staff Representative or designate will not cause any disturbance or interruption in service.

## 2.3 Leave for Union Business

2.3.1 Leave of absence without pay shall be granted upon request, subject to the operations of the Employer. Leaves of absence will not be unreasonably denied.

2.3.2 The Union will provide the Employer with reasonable notice in order to minimize disruption to the Employer. The Union will make every reasonable effort to provide a minimum of fourteen (14) days notice prior to the commencement of the leave, in writing.

2.3.3 To facilitate the operation of the business, the Union undertakes to try to schedule such leaves during the periods of temporary lay-off associated with this work location.

2.3.4 The parties agree that up to three employee representatives may attend negotiations. The Employer agrees to pay one such employee for the hours regularly scheduled, but not worked, during such negotiations.

2.3.5 When employees are granted leave without pay under Article 2, the Employer will continue to pay the employees their regular scheduled hours wages and will continue to provide regular benefits and will bill the Union for the cost of their wages and benefits. The Union will reimburse the Employer within thirty (30) days of receipt of the invoice from the Employer.

2.3.6 In granting the request, the Employer and the Union acknowledge that the Employer, irrespective of Article 2.0.4 has the right to perform any such bargaining unit work which may arise due to the granting of such leave.

2.3.7 Elected Office

An employee elected to full-time Union office will be granted leave of absence without pay and will continue to accumulate service for vacation entitlement and seniority and any other benefit referable to length of service. Such leaves under this clause shall commence upon the Employer replacing the incumbents position. Upon the completion of their term, the employee will return to the bargaining unit into their previous classification. The Union agrees no grievance shall be filed as a result of an employee returning to their previous position.

3. HUMAN RIGHTS AND HARASSMENT

3.1 Human Rights

3.1.1 No person shall:

((a) refuse to employ, or refuse to continue to employ a person, or,

(b) discriminate against a person with respect to employment or any term or condition of employment,

because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person.

3.1.2 Article 3.1.1 does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

3.1.3 Where a person who is the subject of the grievance is the Employer representative at any step of the Grievance Procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate Employer representative.

## 3.2 Harassment

3.2.1 The Employer and the Union, on behalf of the employees, are committed to providing all employees with a work environment free from sexual and personal harassment.

3.2.2 Any allegation of sexual or personal harassment arising out of 3.2.1 may be dealt with through the Grievance Procedure.

3.2.3 Where a person who is the subject of the grievance is the Employer representative at any step of the Grievance Procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate Employer representative.

## 4. LEAVES OF ABSENCE

### 4.1 Sick Leave

4.1.1 When employees suffer an injury or illness which requires their absence, they or their designate will report this to the Employer as soon as possible. If the absence is expected to be more than one day the employee will advise the Employer by 2:30 p.m. in order for the Employer to accommodate the schedule.

4.1.2 When employees suffer an injury, whether on the job or not, or, suffer any illness preventing them from reporting to work, they will be granted leave of absence of up to twelve months. Their personal physician must certify that they are ready and able to return to their previously held position, and such certification must be presented to the Employer at least seven (7) days prior to their scheduled return date.

Further leave of absence without pay may be granted upon written request provided the request is accompanied by a document from the employee's physician indicating that the employee is unable to return to work because of illness or injury.

#### 4.2 Bereavement Leave

4.2.1 In the event of a death in the immediate family of an employee, the employee shall be entitled to up to three consecutive days off with pay, if the days off are scheduled work days, and, provided they attend the funeral, the memorial service, or equivalent.

4.2.2 In the event that an employee requests additional time off without pay, such time may be granted by the Manager to a maximum of 5 consecutive days off.

4.2.3 Paid bereavement leave is intended solely to reimburse active employees for wage loss during a bereavement when they would otherwise have been working. Under no circumstances is paid bereavement leave given or granted when bereavement occurs during an employees scheduled days off, vacation leave, leave of absence, or, absence due to illness or accident. Probationary employees are entitled to bereavement leave without pay.

#### Immediate family means:

- (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and,
- (b) any person who lives with an employee as a member of the employee's family

(c) and includes common law spouses, step parents and step children, parents in law, and same sex partners and their children

(d) for persons, not identified in (a) to (c), an employee may access any accrued vacation entitlement for bereavement purposes, upon approval from the Employer, to a maximum of 3 consecutive days.

#### 4.3 Jury Duty

An employee required to attend court as a juror shall receive their regular pay. Any money received from the government for such service shall be turned over to the company. The employee shall provide proof of such service.

#### 4.4 Other Personal Leaves

An employee may request a leave of absence for personal reasons other than those referred to in the rest of Article 4. The request for leave shall be submitted in writing to the appropriate Manager and will identify the date on which the leave will start, the date the employee will be able to resume work and the reasons for the leave. If possible, the request for leave will be submitted at least twenty-one (21) days before the leave is to commence and the employee shall be advised in writing of the Employer's decision. The granting of the leave will be at the discretion of the Employer, however no legitimate and reasonable request will be denied.

### 5. MATERNITY, PARENTAL AND FAMILY LEAVE

#### 5.1 Maternity Leave

5.1.1 A pregnant employee who requests leave under this Article is entitled to up to 18 consecutive weeks of unpaid leave:

(a) beginning no earlier than 11 weeks before the expected birth date, and

(b) ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.

5.1.2 An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

5.1.3 An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 5.1.1 or 5.1.2.

5.1.4 A request for leave must:

- (a) be given in writing to the Employer,
- (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date of the pregnancy terminated or stating the reasons for requesting additional leave under Article 5.1.3.

5.1.5 A request for a shorter period under Article 5.1.1(b) must:

- (a) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
- (b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 5.2 Parental Leave

5.2.1 An employee who requests parental leave under this Article is entitled to up to 12 consecutive weeks of unpaid leave beginning:

- (a) for a birth mother, immediately after the end of the leave taken under Article 5.1 unless the Employer and employee agree otherwise,

- (b) for a birth father, after the child's birth and within 52 weeks after that event, and
- (c) for an adopting parent, within 52 weeks after the child is placed with the parent.

5.2.2 If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 5.2.1.

5.2.3 A request for leave must:

- (a) be given in writing to the Employer,
- (b) if the request is for leave under Article 5.2.1(a) or (b), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

5.2.4 An employee's combined entitlement to leave under Articles 5.1 and 5.2 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under 5.1.3 or 5.2.2.

### 5.3 Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

### 5.4 Changes to Legislation

If the Employment Standards Act of BC is amended to provide superior coverage for Maternity, Parental or Family Leave, the provisions of the Act will apply.

6. HOURS OF WORK, SCHEDULING AND OVERTIME

6.1 Hours of Work

6.1.1 No employees will be scheduled for a greater number of hours or days than:

- (a) 8 consecutive hours in any one day;
- (b) Two (2) consecutive days off. Should a circumstance arise that would result in an employee not being able to be scheduled for two (2) consecutive days, the Employer and the Union may agree to vary a schedule to provide five (5) days work subject to the Employer making every effort to adjust the position to a two (2) consecutive day schedule as soon as possible in future schedules;
- (c) 40 hours in any work week;
- (d) 2 consecutive days off. If an employee is scheduled to work on one of the two consecutive days off, and it is a 6th or 7th day of work, overtime rates will apply on the 6th or 7th day of work;

except in the case of an emergency in which case, the Overtime provisions of Article 6.3 will apply.

This provision shall not be construed as a guarantee of hours or days to be worked.

6.1.2 There will be no split shifts, except by mutual agreement of the Employer and the Union.

6.1.3 The work week will be from midnight Friday to midnight the following Friday.

6.1.4 The Company shall have the right to establish operations on a seven (7) day basis.

6.2 Scheduling

6.2.1 The scheduling of shifts, including starting and ending times shall be determined by the Unit Manager, or designate.



- 6.2.2 The company shall have the right to establish operations on a seven (7) day basis.
- 6.2.3 The Employer will schedule shifts in accordance with its operational requirements, and subject to the following:
- (a) the Employer will assign shifts and hours by classification and by seniority, provided the employees are qualified and available, and
  - (b) the Employer will endeavour to maximize the number of eight hour, five day shifts, before scheduling shifts of less than eight hours or five days.
- 6.2.4 Shifts will be for a minimum of four hours. To provide opportunities to registered Langara College students working for Chartwells, the Employer may schedule students into a shift at a minimum of two continuous hours. These scheduled shifts will not be used to reduce the hours of work for regular Chartwells associates.
- 6.2.5 Every employee will have a minimum of 8 hours rest each day, between the end of one shift and the start of the next shift. If an employee is recalled to work before the 8 hours, the employee will be paid 1.5 times the regular rate of pay for all hours worked that fall short of the 8 hour period.
- 6.2.6 The work schedule will be posted on each Monday, one (1) week in advance of the start of the schedule.
- 6.2.7 The Employer shall provide thirty-six (36) hours notice of schedule changes, except in the case of an Act of God or to meet the emergency needs of the client (i.e. snow closures, no shows or any other closure beyond the control of the Employer).
- 6.2.8 Where an employee reports to work for a scheduled shift which was changed with less than 24 hours notice, the employee will be paid for the greater of a minimum 2 (two) hours or for hours worked.
- 6.2.9 Schedules may be changed at any time by mutual agreement between the employee and the Employer.

6.2.10 an employee who requests a schedule change must provide the Employer with a written request no later than 48 hours after the schedule is posted.

6.3 Overtime

6.3.1 An Employer must pay an employee who works over eight (8) hours a day and is not on a flexible work schedule:

(a) one and a half 1 ½ times the employee's regular wage for the time over eight (8) hours, and

(b) two times (2) the employee's regular wage for any time over eleven (11) hours.

6.3.2 An Employer must pay an employee who works over forty (40) hours a week and is not on a flexible work schedule:

(a) one and a half 1 ½ times the employee's regular wage for the time over forty (40) hours, and

(b) two times (2) the employee's regular wage for any time over forty-eight (48) hours.

6.3.3 For the purpose of calculating weekly overtime under 6.3.2, only the first 8 hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

6.3.4 If a week contains a statutory holiday that is given to an employee:

(a) the references to hours in 6.3.2 (a) and (b) are reduced by 8 hours for each statutory holiday in the week, and

(b) hours the employee works on the statutory holiday are not counted when calculating the employee's overtime for that week.

6.3.5 The Employer may require employees to work overtime.

6.3.6 Subject to operational requirements, the Employer will assign overtime to qualified employees on shift, by classification and then by seniority, and on an equitable basis.

6.3.7 The Employer will give reasonable consideration to personal reasons in the event that an employee is unable to work the required overtime.

6.4 Lunch and Rest Periods

6.4.1 The following lunch and rest periods apply:

Scheduled Shift	1 <sup>st</sup> Rest Period Paid (15 min)	½ Hr. Meal Period Unpaid	2 <sup>nd</sup> Rest Period Paid (15 min)
4 hours	X		
4 - 5 hours	X		
5 - 6 hours	X	X	
6 - 7 hours	X	X	X
7 - 8 hours	X	X	X

6.4.2 The unpaid meal period will not commence earlier than 22 hours after the start of the shift, unless mutually agreed upon by the Employer and the employee (see Letter of Understanding).

6.4.3 The paid rest periods will be as close as possible to the middle half of the shift, where applicable. Breaks will not be scheduled during peak periods but will be scheduled as practical prior to and after peak periods.

6.4.4 Food and Drink Consumption

For the meal period and rest periods, employees will be limited to one coffee and one muffin for each rest period, an employee will be charged twenty five percent (25%) of the value of any food they purchase. Employees will not remove any food or drink from the premises of the company.

6.4.5 The Employer must ensure that:

- (a) no employee works more than 5 consecutive hours without a meal break
- (b) each meal break lasts at least 2 hour

- (c) if the Employer requires an employee to be available for work during a meal break, then the meal break must be counted as time worked by the employee
- (d) if an employee's meal or rest break is interrupted, the Employer will reschedule the break to allow the employee to have a full break without interruption.
- (e) 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 operation requirements. The said 15 minute break shall be taken within 1.5 hours of the commencement of overtime.

6.4.6 Breaks may be taken in the designated areas by the Employer. Breaks are not to be taken in the service area or student cafeteria eating area.

6.4.7 Meal Breaks

This is to confirm our mutual understanding: Breaks and meal periods begin when workers leave their work stations.

7. MANAGEMENT RIGHTS

7.0.1 The Employer retains the exclusive right to operate and direct the Company, including but not limited to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, transfer, classify, promote, layoff, demote, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided.
- (c) Make, enforce and revise from time-to-time rules and regulations relating to discipline and the general conduct of employees.
- (d) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the

foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time-to-time, services to be performed and the methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

- (e) The Employer agrees that in the exercise of these rights it will be reasonable and observe the provisions of this Agreement.

## 8. ANNUAL VACATIONS

Please refer to Article 10.1.6 and the Seniority List attached to this agreement.

- 8.0.1 No later than February 1<sup>st</sup> of each year, the Employer will post a Vacation List on the bulletin board and each employee will apply for vacation on the list signifying the times desired. The requests must be completed by March 31<sup>st</sup> of each year. Once the list is finalized and approved by management, not later than April 30th, vacations will not be altered except by mutual consent of the employee and the Employer.

- 8.0.2 Vacations will generally be given between May 1st and September 1st. Except in special circumstances, vacations will not be granted during the Fall and Winter semesters of Langara College which are recognized to be the peak periods for the operation of the cafeteria services. Requests for vacations at these times will not be unreasonably denied.

- 8.0.3 Effective October 1, 1998 the past seniority referred to in the Letter of Understanding and the Seniority List attached thereto will reflect the following entitlement:

3 weeks vacation after 5 years of service, paid at the rate of 6% of earnings,

4 weeks vacation after 10 years of service, paid at the rate of 8.5% of earnings.

- 8.0.4 Effective August 1, 1999 the past seniority referred to in the Letter of

Understanding and the Seniority List attached thereto will reflect the following entitlement:

5 weeks vacation after 20 years of service, paid at the rate of 10% of earnings.

8.05 Employees hired since the date the company was awarded the Langara contract will receive the same time and payment entitlements, as their length of service attains the above levels.

8.06 Vacation pay is paid out with each pay cheque.

8.0.7 Part time employees are entitled to vacations based on years of service regardless of the hours they work in any year.

## 9. STATUTORY HOLIDAYS

### 9.1 Statutory Holidays

9.1.1 The following will be paid as statutory holidays:

New Years Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day	Easter Monday	

### 9.1.2 Floater Days

Provided an employee has at least one (1) year of continuous service, and has received approval in advance from Management as to the day to be taken, then;

Two (2) floater days will be added to the named days above.

All requests for floater days shall be in writing and must be made at least two (2) weeks prior to the schedule being posted.

Floater days must be used during the fiscal year, unless agreed to in writing between the employee and the Manager.

Any new statutory holidays declared will replace the above floater day(s).

Floater days must be used during the fiscal year (September 1st to August 31st), unless agreed to in writing between the employee and the Manager.

9.1.3 The statutory holidays will take place on the day and date designated as a holiday by the Federal or Provincial Government and in conjunction with Langara College operations.

9.1.4 After 30 calendar days of employment, the Employer must:

- (a) give an employee a day off with pay on each statutory holiday, or
- (b) comply with 9.1.7.

9.1.5 An employee who is given a day off on a statutory holiday or instead of a statutory holiday must be paid the following amount for the day off:

- (a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least 15 of the last 30 days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off,
- (b) in any other case, an amount calculated in accordance with the regulations.

9.1.6 Any employee will forfeit statutory holiday pay by refusing to work on the last scheduled shift before the holiday and the first scheduled shift after the holiday, provided, however, that these scheduled shifts are no more than 30 days before and after the holiday.

9.1.7 (a) An employee who works on a statutory holiday must be paid for that day:

- i) 1 and ½ times the employee's regular wage for the time worked up to 11 hours, and
- ii) double the employee's regular wage for any time over 11 hours.

(b) In addition, the Employer must give the employee a working day off with pay according to 9.1.5.

- (c) The employee may choose to have the pay for the day off credited to the employee=s time bank, if one has been established.
- (d) The Employer must schedule the day off with pay:
  - i) before the employee=s annual vacation,
  - ii) before the date the employment terminates, or
  - iii) if the pay for the day off is credited to the employee=s time bank, within 6 months after the date of the Statutory Holiday.

## 10. SENIORITY AND PROBATIONARY PERIOD

10.1.1 A new employee will be on a probation period for three months. At the commencement of employment the Employer will provide the employee with a copy of the job description and identify the criteria the employee will be assessed against for the purpose of permanent employment. At the completion of one and one half months, the Employer will meet with the employee to establish progress in their performance and, where needed, identify any areas of improvement required to complete the probation period. Should these be of a serious nature, the Employer will provide a letter to the employee identifying the same.

In the week prior to the completion of three months the Employer will meet with the employee and confirm if the employee has established the competence and suitability required for permanent employment. Should the employee continue working past three months, the employee will be considered to have passed probation and will be established as a permanent employee.

The purpose of the probationary period is to determine the competence and suitability of the new employee for permanent employment.

A probationary employee will be dismissed with lessor standards than those normally applicable to employees with seniority.



A new employee shall not be placed on the seniority list until the successful completion of the probationary period, at which time seniority shall apply from the date of commencement of work.

10.1.2 Seniority will be calculated from the date on which an employee commences work with the Employer.

10.1.3 An employee will lose all seniority and will be deemed to have terminated their employment with the Employer for the following:

- (a) voluntarily leaving the employ of the Employer, or
- (b) discharge for cause, or
- (c) following a layoff, failing to advise the Employer in writing within five (5) days after receipt of notice to return to work, of their intention to return and start work, after being so notified by the Employer. Any such notice to the employee shall be sent by registered mail and deemed to have been received on the day following the date of mailing. (Sundays or statutory holidays excepted.)

Any notice sent by the Employer to the employee's last recorded address shall be considered as sufficient and effective notice.

- (d) being on continuous layoff for six months,
- (e) except in the case of a medical reason, which precludes the employee's ability to notify the Employer, failing to return from a leave of absence without proper notification to the Employer or providing a satisfactory explanation to the Employer, or
- (f) except in the case of a medical reason, which precludes the employee's ability to notify the Employer, failing to report for a scheduled shift without proper notification to the Employer and not providing a satisfactory explanation to the Employer,
- (g) accepts employment elsewhere while on leave of absence without notifying the Employer under Article 4.4.

10.1.4 The Employer will post a seniority list on or before April 1<sup>st</sup> in each year and update the list on October 1<sup>st</sup> each year. The seniority list will contain the following information:

- (a) the employee's name,
- (b) the employee's seniority date,
- (c) the employee's job classification.

10.1.5 At the time of posting, a copy of the seniority list will be made available to the Shop Steward or Union Designate.

10.1.6 Seniority

The parties agree that the attached seniority list accurately represents the seniority list for bargaining unit employees, but only applicable within the following terms and conditions.

The seniority dates contained on the attached seniority list shall apply to the following issues:

- Vacation Entitlement
- Vacation Pay Entitlement
- Vacancy and Job Appointments

In the event that the Company has its contract with Langara terminated, then notice, and/or pay in lieu of notice, and/or severance pay shall be based upon the seniority list above.

All other layoffs due to work load or demand issues shall result in a notice and/or pay in lieu and/or severance pay and shall be based upon the actual date of hire with Chartwells.

10.2 Promotions

Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall be paid their regular rate of pay. If assigned to one paying a higher rate of pay they will get the higher rate of pay providing four hours or more is worked.

10.3 Layoff and Recall

10.3.1 Layoff shall be based on seniority, that is, the employee laid off shall have the right to bump the least senior person in the bargaining unit,

provided that the employee exercising bumping rights is immediately qualified and capable of performing the work.

10.3.2 Recall to the laid off position, or any other vacancy for which the employee is qualified and able to perform, shall be such that the last laid off will be the first recalled, if seniority has not lapsed as per 10.1.3(d). Employees with recall rights shall be recalled prior to hiring new employees, provided the employee is qualified and able to perform the work.

#### 10.4 Notice of Permanent Layoff and Severance Pay Entitlement

10.4.1 The Employer will give employees the following notice or equivalent pay, or, a combination of notice and pay, if it intends to permanently layoff employees:

- (a) one week notice after 3 consecutive months of employment;
- (b) 2 weeks notice after 12 consecutive months of employment;
- (c) 3 weeks notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks notice;
- (d) the above does not apply where the employee terminates the employment, retires from employment, or is dismissed for just cause.

10.4.2 A copy of the layoff notice shall be given to the Shop Steward or Union Designate.

10.4.3 The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:

- (a) totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
- (b) dividing the total by 8, and
- (c) multiplying the result by the number of weeks' wages the Employer is liable to pay.

10.4.4 For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

10.4.5 If the Employment Standards Act of BC is amended to provide superior coverage than that contained in this, the provisions of the Act will apply.

## 11. WAGES AND JOB POSTINGS

### 11.1 Wage Rates

11.1.1 Basic rates of pay during the term of this Collective Agreement are contained in Appendix A (see page 40 Appendix A).

### 11.2 New and Changed Classifications

11.2.1 The Employer will notify the Union of any new classifications they wish to add to the existing classifications set out in Appendix AA of this Collective Agreement which fall within the bargaining unit.

11.2.2 The Employer will meet with the Union and negotiate rates of pay for any new classification covered by this Collective Agreement.

11.2.3 If there is a significant change in job content or working conditions, the parties will discuss the appropriateness of a wage revision.

11.2.4 In the event that the parties are unable to agree on the rate of pay for a new classification or a wage revision, either party may refer the matter to the Grievance Procedure.

### 11.3 Job Postings

11.3.1 When a permanent ongoing vacancy or temporary vacancy anticipated to be greater than 2 months in duration occurs, for any present or new classification covered by this Collective Agreement, a notice of vacancy will be posted for a period of 3 days, excluding weekends. Upon an incumbent returning to a temporary vacancy filled, the current employee in the position will return to their previous position. The Union agrees that no grievance will be filed as a result of someone returning to their previous position. Subsequent

vacancies arising from the position being filled will be filled in accordance with Clause 11.3.7.

Postings will be sent to those workers who request them in writing.

- 11.3.2 The job posting will include the details of the job and the rate of pay.
- 11.3.3 Employees may apply in writing for the vacancy. Employees on leave of any kind may make their desire to be considered for any job posting known to the Employer prior to their going on leave. In addition, employees who are on unscheduled leave (e.g. compassionate leave, emergency medical leave, etc.) may make their desires known by telephone.
- 11.3.4 The awarding of a new position or the filling of a vacant position, unless amended by another Article, shall be governed by the ability and the qualifications of the employee to do the normal requirements of the job. Where these factors are deemed equal, then seniority will prevail, and, where seniority is equal, then a coin shall be tossed to determine the outcome.
- 11.3.5 The successful applicants for vacancies in a different classification will be considered to be on a trial period for up to 15 working days. During the trial period, the employees must demonstrate to the satisfaction of management that they can perform the job.
- 11.3.6 Those who fail to demonstrate to the satisfaction of Management that they can perform the job will be returned to their original positions but shall be precluded from bidding on another position for a period of six (6) months. All employees affected by such returns to original positions shall be returned to their original positions.
- 11.3.7 Until each position is permanently filled, the vacancies arising from such bidding process shall be filled on a temporary basis at the sole discretion of Management.
- 11.3.8 All posted vacancies identified in 11.3.2 will be established as the Job Description for the employee assigned to the position and available for any employee on request. It is agreed that the descriptions are not all inclusive of duties assigned.
- 11.3.9 Where an employee is designated as a lead hand they will receive \$1.25 per hour for the entire scheduled shift. If an opportunity arises

where someone can be designated as a lead hand, this opportunity will be posted. In accordance with Article 11.3.3, employees will have the opportunity to apply for this designation and will be considered based on qualifications, skills and experience for the role. All else being equal, seniority will be taken into consideration. The designation will be made at the Employer's sole discretion.

#### 11.3.10 Job Descriptions

By March 1999, the Company will provide the Union with job descriptions for the Bargaining Unit.

If the Union disputes the accuracy of the job description, it must inform the Company in writing of the particulars of the objection within thirty (30) days of receipt of the Job Description.

Disputes about the accuracy of the job description will be resolved through the grievance procedure in the event that mutual agreement cannot be achieved.

#### 11.3.11 Training Compensation

Employees shall be compensated at their regular rate of pay for all hours in attendance at employer required training. Should the employee be required to attend on their regularly scheduled day off, they will be compensated at the applicable overtime rate.

#### 11.3.12 Uniform/Pants

All regular employees will be reimbursed twenty dollars (\$20.00) per year and all part-time employees will be reimbursed ten dollars (\$10.00) per year toward the purchase of pants, provided they supply a valid receipt.

### 12. GRIEVANCE AND ARBITRATION PROCEDURE

#### 12.1 Grievance Procedure

12.1.1 Both the Union and the Employer have equal access to the grievance procedure.

Either party may initiate grievance proceedings in the event of a complaint, disagreement or difference of opinion between the parties

concerning the interpretation, application, operation or alleged violation of this Collective Agreement, or concerning the discipline or discharge of an employee which may be alleged to be unjust.

- 12.1.2 Step 1: Notice of any grievance must be given to the Employer within 14 days of the occurrence or of the employee or Union becoming aware of the occurrence. The grievance will be discussed between the employee, Union Shop Steward and/or Representative, and the Manager concerned within 14 days of receipt of the notice of grievance.
- 12.1.3 Step 2: In the event agreement cannot be reached at Step 1, the Union may advance the grievance in writing to the District Manager within 14 days of the Step 1 meeting. The grievance will identify which Article(s) of the Collective Agreement are alleged to have been breached. The grievance will be discussed between the employee, Union Shop Steward and/or Representative, and the Manager and District Manager concerned within 14 days of advancing the grievance.
- 12.1.4 Step 3: In the event agreement cannot be reached at Step 2, the Union may notify the Employer's representative at the Regional Office in writing of the nature of the grievance within 14 days of the Step 2 meeting. A grievance hearing will be held within 14 days of receipt of the written notification between the Employer and the Union. The Employer will issue a written decision to the Union within 14 days of the grievance hearing.
- 12.1.5 If an agreement is not reached at Step 3, the Employer and the Union may mutually agree, at any time prior to the appointment of an Arbitration Board, to request another party to confer with the parties to assist in the settlement of any grievance. Within 14 days of appointment, the selected party will make inquiries which it considers adequate and will submit written recommendations for settlement. The recommendations will not be binding on either the Employer or the Union and will be without prejudice to the positions of both the Employer and the Union. All expenses incurred by the appointed party will be paid equally by the Employer and the Union.
- 12.1.6 Deviation from Grievance Procedure
- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter

into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavors to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Employment Standards Branch the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.

## 12.2 Policy Grievances

If the Union initiates a grievance concerning the general interpretation, application or alleged violation of this Collective Agreement, it will commence at Step 3 of the Grievance Procedure.

## 12.3 Arbitration

12.3.1 If a grievance is not settled at Step 3 of the Grievance Procedure, the Union may refer it to an Arbitration Board within 30 days of receiving the Step 3 response.

12.3.2 An Arbitration Board will consist of a single arbitrator selected by mutual agreement of the Employer and the Union.

12.3.3 If the parties cannot agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

### 12.3.4 Jurisdiction

The Arbitration Board shall have no authority to alter, modify, or amend this Collective Agreement or to issue a decision which is inconsistent with the provisions of the Collective Agreement. In addition, the Arbitration Board shall have no authority to amend or change any rule or regulation of the Company unless such rule or regulation is found to be in conflict with the Collective Agreement.



The decision of the Arbitration Board shall be final and binding on both parties.

12.3.5 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure, except by mutual agreement.

12.3.6 Each party will pay one-half of the costs and expenses of the Arbitration Board.

#### 12.4 Time Limits

Time Limits contained in Article 12 may be extended by mutual agreement of the parties.

#### 12.5 Discipline

Each worker has access to their personnel file upon written request.

12.5.1 A claim by a discharged employee that the discharge was unjust shall be treated as a Step 3 grievance unless otherwise mutually agreed to.

12.5.2 Such special grievances may be settled by confirming the decisions of the Employer, or, by reinstating the employee with an agreement suitable to the parties, or, by proceeding to arbitration.

12.5.3 The Employer will not dismiss or discipline an employee covered by this Collective Agreement except for just and reasonable cause.

12.5.4 The Employer will give any dismissed or suspended employee written reasons for the dismissal or suspension, within 5 working days of the dismissal or suspension. A copy will be sent to the Union.

12.5.5 Any reprimand, suspension or disciplinary note will be removed from an employee's personnel file after 18 months provided there are no additional adverse reports of any kind in the 18 month period. If there are additional adverse reports in the further 18 month period, all adverse reports will remain on file for an 18 month period from the date of the latest report. Once removed, the reprimands, suspension or disciplinary notes cannot be referred to or used against the employee at a later date.

12.5.6 Where the disciplinary issue involves the theft of cash, nothing shall preclude the right of the company to initiate criminal charges or civil action.

13. HEALTH AND WELFARE BENEFITS

Any and all benefits provided by the Employer are subject to and governed by the terms and conditions of the Master Agreement between the Insurance Company and the Employer. Any errors or omissions contained in or omitted from this Collective Agreement will not affect the terms and conditions as specified in the Master Agreement, said Master Agreement to prevail.

13.1 Eligibility

13.1.1 All employees who are regularly scheduled to work an average of twenty 20 hours a week or more are eligible to enrol in the Health and Welfare Benefits Plans of the Employer, following three (3) consecutive months of service.

The eligibility to enrol in the Plan is an average of twenty (20) hours per week. New employees who meet the eligibility of twenty (20) hours a week can enrol in the plan following three (3) consecutive months of employment.

13.1.2 All eligible employees are required to complete the Employer's "Benefits Application/Waiver" form upon employment or upon becoming eligible for the insurance and health care plans, together with any forms required by the insurer.

13.1.3 Insurance and health care plans will take effect and applicable premium deductions shall commence at the beginning of the month following 3 (three) consecutive months of service with the Employer, or following the month in which an employee becomes eligible due to any reason.

13.2 Medical Services Plan

The Employer will pay 100% of the premiums for the Medical Services Plan of B.C. for employees and dependants.

13.3 Optical Plan

Effective August 23, 2005 the following will apply:

The Employer will reimburse employees up to three hundred dollars (\$300) for each employee and spouse and each dependent (child up to twenty-one (21) years or twenty-six (26) years if enrolled in school) in each two (2) calendar year period for the purchase of prescription eyeglasses or contact lenses, which are prescribed for employees and dependants. The same reimbursement will apply towards laser surgery.

13.4 Life and Accidental Death and Dismemberment Insurance

13.4.1 The Employer will pay 100% of the premium for life insurance in the amount of \$25,000 for each employee. No physical examination is required for this insurance.

13.4.2 The Employer will pay 100% of the premium for accidental death and dismemberment insurance. The amount of insurance will be \$25,000 in the event of an employee's accidental death or loss of both arms, both legs, or the sight of both eyes. A pro-rated percentage of the principal amount will be paid for partial loss or loss of use of limbs or faculties in accordance with the insurance policy.

13.4.3 Employees have the option to purchase additional life and/or accidental death and dismemberment insurance in amounts of \$25,000, \$50,000, or \$75,000. The premiums for this additional insurance will be paid in full by the employee through bi-weekly payroll deduction.

13.4.4 The premiums for optional insurance will be established by the insurance carrier from time to time.

13.4.5 In order to purchase optional insurance employees must provide satisfactory evidence of insurability in the manner required by the insurance carrier.

13.5 Extended Health Care Plan

13.5.1 The Employer will offer employees an Extended Health Care Plan for themselves and their dependants to cover medical bills not paid by the Medical Services Plan of B.C.

13.5.2 Coverage under the Plan is limited to a lifetime maximum of \$100,000 per individual, and applies only to costs incurred within Canada.

13.5.3 The Plan will pay for:

- X Semi-private hospital care
- X Out of province doctor's services
- X Out of hospital nursing care to a maximum of \$10,000 in any 12 month period
- X Ambulance services
- X Rental of a wheelchair or crutches
- X Drugs requiring a written prescription by a licensed physician to a maximum of \$2000 per calendar year, with a deductible of \$6.00 per prescription.

Drug Benefit

- X Drug Card
- X 90% reimbursement for prescription drugs with a \$6.00 deductible with a \$2000 maximum per calendar year
- X Diaphragms, I.U.D.s
- X \$500/individual lifetime maximum for Anti Smoking Agents
- X \$2400/individual lifetime maximum for fertility; lancets.

Major Medical Benefit

- X No Annual Deductible
- X Co-payment at 90%
- X Psychologist - \$1000 per calendar year
- X Chiropractor, Naturopath, Podiatrist, Chiropodist, Speech Therapist, Physiotherapy, Osteopaths, Massage Therapy - \$200 per calendar year for each
- X Orthotics including Orthopedic Shoes and/or Orthopedic Modifications - \$300 per calendar year
- X Nutritionist/Dietician - \$400 per calendar year
- X Hearing Aids - \$500 every 5 years
- X Private Duty Nursing - \$10,000 per calendar year

- X Medical Equipment - \$5000 lifetime limit
- X Medical Prosthesis
- X Medical Supplies
- X Ambulance Services
- X Eye Exams - \$35 per year
- X Survivor Benefit - 2 years.

Vision Benefit

- X Glasses, Contact Lenses or Laser Surgery - \$300 every 24 months - 100% coinsurance.

Hospitalization Benefit

- X Semi Private Accommodation
- X Coinsurance - 100%
- X Convalescent Hospital - Semi Private.

Overall Lifetime Health Maximum for Drugs, Hospital and Vision is \$100,000

Coverage is for each employee, spouse and/or dependents - dependent age is 21, or 26 for a dependent student.

- 13.5.4 Coverage under the Plan specifically excludes user fees, and for prescribed drugs is limited to the cost of the generic equivalent, unless a generic drug is not to be used and is specified on the prescription by the physician.
- 13.5.5 The Employer will pay one-hundred percent (100%) of the premium cost of the Plan.
- 13.5.6 Eligible employees may waive enrolment in the Plan at any time. Should an employee wish to enroll in the Plan after having waived enrolment, there will be a 12 month waiting period from the date of application and enrolment is subject to the employee providing medical proof of insurability satisfactory to the insurance carrier.
- 13.5.7 Benefits Coverage When Absent from Work

When an employee is on a temporary layoff, the employee, in order to maintain all of the benefits which they enjoy, shall prepay 100% of

the costs of such benefits, in advance. Upon returning to work the employee shall be refunded 50% of the costs of such benefits.

13.6 Dental Plan

13.6.1 The Employer will offer employees a Dental Plan for themselves and their dependants.

13.6.2 The Plan will include the following services, using the current provincial fee scale, with applicable limitations:

Basic Coverage at **90%** co-insurance:

- X Prophylaxis (cleaning), once every 9 months
- X Scaling and Root Planing (4 time units per year)
- X Fluoride Treatments
- X Extractions
- X Amalgam and Tooth Coloured Fillings
- X Oral Surgery, Anaesthesia and its administration
- X Diagnostic Laboratory Tests
- X Antibiotic Drug Injections
- X Endodontics and Periodontics

The Coinsurance for basic coverage will increase to ninety per cent (90%).

Major Coverage at 50% co-insurance:

- X Caps, Crowns and Bridges, to a maximum of \$850 per year for individual coverage, or \$1,700 per year with family coverage.

The Plan will provide for Orthodontics Co-insurance at fifty percent 50% with a lifetime maximum of fifteen hundred dollars \$1500.

13.6.3 The Employer will pay one-hundred percent 100% of the premium for the cost of the Dental Plan.

13.6.4 Eligible employees may waive enrolment in the Plan at any time. Should an employee wish to enroll in the Plan after having waived enrolment, there will be a 12 month waiting period.

13.7 Paid Sick Days

13.7.1 After one year of employment, each eligible employee will be entitled to three sick days (3), at full regular pay.

13.7.2 These days are for absence due to illness or non-occupational accident.

13.7.3 These days are non-accumulative and will not be paid out.

13.7.4 Any days used are reinstated at the beginning of each year, which shall be from October 1<sup>st</sup> to September 30<sup>th</sup>.

13.7.5 An employee may use one sick day per year without the need to provide a doctor's note. Where an employee uses a second sick day from within one year of the previous sick day, the Employer can require an employee to provide a doctor's note. Where an employee is required to provide a doctor's note and does not produce one within two weeks, the Employer may choose to withhold pay for the absence until the doctor's note is produced.

13.7.6 Where an employee has sick days available and is accessing short-term disability, the employee is able to use the sick days for bridging into the short-term disability.

### 13.8 Short Term Disability Plan

The Employer will provide a Short Term Disability Plan which will provide for sixty-five percent (65%) of weekly earnings to a maximum of the Employment Insurance Benefit payable on the first day of an accident or hospital stay or fourth day of sickness for a maximum of fifteen (15) weeks.

### 13.9 General

13.9.1 A copy of the insurance plan(s) will be made available to the Union upon written request.

13.9.2 Where the insurance carrier is changed, the coverages available to the employees will not be less than those in force at the date of this agreement. Such change of carrier is at the sole discretion of the Employer.

14. HEALTH AND SAFETY

- 14.0.1 The Employer will make reasonable provisions for the health and safety of its employees during their working hours. The Employer will provide proper first-aid kits.
- 14.0.2 Any employee who considers that any equipment or practice being carried out within the premises is unsafe will have the right to refuse to work with the equipment or under the conditions.
- 14.0.3 If an employee becomes ill during a shift, the employee will report to the Supervisor. If the employee wishes to go home or to a doctor, permission will be granted.
- 14.0.4 If required by the Occupational Health and Safety Regulations, there will be an employee in the bargaining unit designated as a First Aid Attendant on each shift, provided that an employee on each shift possesses a valid Industrial First Aid Certificate.
- 14.0.5 If more than one employee possesses the appropriate certificate, the designation will be made by seniority.

15. OTHER MATTERS

15.1 Work Clothes, Safety Equipment, Tools

15.1.1 Uniforms

The Employer will hold, on site, several uniforms to accommodate the emergency needs of employees.

- 15.1.2 The Employer will provide uniforms to the employees. Employees shall have access to the washer and dryer provided by the College and the Employer shall pay each employee \$0.30 per day for the cleaning of their uniforms.

Employees shall be neat and tidy at all times and comply with food handling practices.

Employees who are required to wear specific attire for special events will be entitled to a reimbursement once per year to 50% of the value to a maximum of \$20.00. This will require the production of the receipt.



15.1.3 The Employer will supply safety equipment as required by the Workers' Compensation Board, without charge.

15.1.4 When they are required to be used on the job, the Employer will supply rubber clothes, rubber boots and gloves, without charge.

15.2 Successor Rights

15.2.1 Any successor rights pertaining to this agreement shall be those as defined by the BC Labour Code.

15.3 Technological Change

15.3.1 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, the Employer must give notice to the trade union that is party to the Collective Agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and after notice has been given, the Employer and the trade union must meet in good faith and endeavour to develop an adjustment plan which may include provisions respecting any of the following:

- X consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement,
- X human resource planning and employee counselling and retraining,
- X notice of termination,
- X severance pay,
- X entitlement to pension and other benefits including early retirement benefits,
- X a bipartite process for overseeing the implementation of the adjustment plan.

15.3.2 If, after meeting in accordance with 15.3.1, the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the trade union.

15.3.3 Articles 15.3.1 and 15.3.2 do not apply to the termination of the employment of employees exempted by Section 65 of the Employment Standards Act from the application of Section 64 of that Act.

15.4 Pay Days and Pay Statements

15.4.1 All employees covered by this Collective Agreement will be paid every second Friday. Employees will receive biweekly wages plus overtime up to and including the previous Friday.

15.4.2 Employees will be paid by direct deposit.

15.4.3 The Employer will provide each employee on each pay day with an itemized statement showing the total hours worked including overtime, the wage rate and all deductions made.

15.5 Separation of Employment

15.5.1 If employees are dismissed, they will be paid in full for all monies owed.

15.5.2 The Employer will give a Record of Employment Certificate to any employees who separate from employment for at least 7 days within 5 days of the last day worked.

15.6 Workers' Compensation Coverage

When employees go on Workers' Compensation, they will, when the Compensation Board signifies they may go back to work, be returned to the payroll at their previous job and applicable rate of pay.

15.7 Bonding

If the Employer requires any employee to be bonded, the Employer will request the employee to fill in a bonding form. The cost of bonding will be paid by the Employer.

15.8 Registered Retirement Savings Plan

15.8.1 The Employer will offer employees an optional Registered Retirement Savings Plan (RRSP).

15.8.2 Employees may join the Plan after one year of service with the Employer.

15.8.3 Employees may contribute from 1% to 18% of their annual wages, subject to Revenue Canada's maximum contributions.

15.8.4 Participants in the Plan are responsible for their own investment decisions within the Plan. The Employer assumes no liability of any kind arising from the Plan.

15.9 Educational Assistance

15.9.1 The Employer encourages employees to upgrade their skills to advance their career with the Employer.

15.9.2 The Employer will consider reimbursement for up to 50% of the tuition fees for courses which lead toward the improvement of employees' abilities while working for the Employer. Employees are responsible for the remaining balance of the tuition fees.

15.9.3 Courses require prior approval of the Vice-President. Courses must be industry-related and successfully completed by employees prior to being reimbursed by the Employer.

15.9.4 Should employees resign from the Employer within one year of receiving tuition reimbursement, the monies will be refunded in full to the Employer.

15.10 Paid Election Time Off

The Employer will not alter the regular or normal starting and ending times of shifts of any employee on any Federal, Provincial or Municipal Election Day except by agreement with the individual. Employees will be provided time to vote in accordance with Legislation.

15.11 Minimum Standards

15.11.1 The provisions contained in the Employment Standards Act and Regulations ("the Act") presently in effect and from time to time amended, are minimum requirements.

15.11.2 If this Collective Agreement does not contain a provision which is contained in the Act, the provision of the Act will be deemed to be included in this Collective Agreement.

15.11.3 If this Collective Agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, the provision of the Act will prevail and will be deemed to be included in this Collective Agreement.

15.11.4 In the event of a dispute regarding the interpretation or application of any provision of the Act deemed to be included in this Collective Agreement, the dispute may be referred to the Grievance Procedure.

15.12 Transportation

The Employer will not require employees to use their personal cars on Employer business. Should an Employee agree to use their personal car, they will be appropriately compensated.

15.13 Article Headings

The Article headings will be used for reference only and will not be used as an aid in interpreting this Collective Agreement.

15.14 Pyramiding and Duplication

There shall be no pyramiding or duplication of any payments, entitlements, benefits or allowances arising out of the Collective Agreement or any other source.

15.15 Personnel File Access

Employees can access their own personnel file by providing a written request to the Manager.

Signed on this 29<sup>th</sup> day of January, 2013

For the Employer:

Robert Mavelli  
[Signature]  
[Signature]  
\_\_\_\_\_

For the Union:

Kathleen Curran  
[Signature]  
\_\_\_\_\_

APPENDIX "A"

Hourly Wage Rates

Year One (April 1, 2012)

<i>Classification</i>	<i>Start Rate</i>	<i>After 12 Months</i>
General Help	\$10.55	\$11.71
Cashier/Specialty Server	\$12.01	\$13.18
Baker/Short Order	\$12.01	\$13.18
Cook	\$14.93	\$16.11

Year Two (April 1, 2013)

<i>Classification</i>	<i>Start Rate</i>	<i>After 12 Months</i>
General Help	\$10.76	\$11.94
Cashier/Specialty Server	\$12.25	\$13.44
Baker/Short Order	\$12.25	\$13.44
Cook	\$15.23	\$16.43

Year Three (April 1, 2014)

<i>Classification</i>	<i>Start Rate</i>	<i>After 12 Months</i>
General Help	\$10.98	\$12.18
Cashier/Specialty Server	\$12.50	\$13.71
Baker/Short Order	\$12.50	\$13.71
Cook	\$15.53	\$16.76

Year Four (April 1, 2015)

<i>Classification</i>	<i>Start Rate</i>	<i>After 12 Months</i>
General Help	\$11.36	\$12.61
Cashier/Specialty Server	\$12.94	\$14.19
Baker/Short Order	\$12.94	\$14.19
Cook	\$16.07	\$17.35

**APPENDIX "B"**

**Wage Increases**

**Increases (incorporated in Schedule "A")**

Effective: **April 1, 2012 - one and one half percent - 1.5%**

**April 1, 2013 - two percent - 2%**

**April 1, 2014 - two percent - 2%**

**April 1, 2015 - three and one half percent - 3.5%**

**APPENDIX "C"**

**Pregnancy Leave**

***Excerpt From Employment Standards Act in effect on August 8, 2008 (For Reference Purpose only the provisions in the Employment Standards Act apply).***

**Pregnancy Leave**

**50. (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave**

**(a) beginning**

**(i) no earlier than 11 weeks before the expected birth date, and**

**(ii) no later than the actual birth date, and**

**(b) ending**

**(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and**

**(ii) no later than 17 weeks after the actual birth date.**

**(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**

**(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).**

**(4) A request for leave must**

**(a) be given in writing to the Employer,**



- (b) *if the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and*
  - (c) *if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).*
- (5) *A request for a shorter period under subsection (1) (b) (i) must,*
  - (a) *be given in writing to the Employer at least one week before the date the employee proposes to return to work, and*
  - (b) *if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.*

### **Parental Leave**

51. (1) *An employee who requests parental leave under this section is entitled to,*
- (a) *for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the Employer and employee agree otherwise,*
  - (b) *for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,*
  - (c) *for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks*

*after that event, and*

- (d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.**
  
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).**
  
- (3) A request for leave must,**

  - (a) be given in writing to the Employer,**
  
  - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and**
  
  - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.**
  
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.**

## Seniority List - as of September 2012

Home Business Unit	Address Number	Mailing Name	Original Hire Date
67441	95709	TOOR, JINDO	3/7/1984
67441	95713	LEHMAN, SASHI	7/20/1987
67441	95720	WIEBE, PETER	11/5/1991
67442	95698	SOARES, MARIA	9/3/1992
67441	95723	LAVAS, DIMITRA	9/17/1997
67441	95715	KANDOLA, SATINDER	10/9/1997
67441	95706	JOHAL, KIRANSPINDER	8/30/2000
67441	96361	JOHAL, BRINDER	9/5/2000
67441	95722	DOUMAKIS, OREANTHI	10/2/2000
67441	101881	TSOPEIS, SOTIRIA	9/10/2001
67441	122369	SHOKER, KULWANT	11/12/2002
67441	177403	ARGENTE, ROSA LIZA	9/8/2005
67441	186264	RANDHAWA, JATINDER	10/5/2005
67442	323483	SEBASTIAN, JENNIFER	7/26/2007
67441	374745	SKENE, FLORIDA	2/14/2008
67441	247095	MANN, JOGINDER-KAUR	8/2/2008
67441	411280	AN, KAREN	8/25/2008
67441	411275	HAMIDA, RAVJI	8/28/2008
67441	421949	MANDER, KULWINDER	11/3/2008
67442	454066	YU, ENOCH	6/1/2009
67442	474109	NARRA, ADACEL	11/3/2009
67441	524703	CHOI, AEJI	9/27/2010
67442	528801	TALAVERA HO, CHRISTINE	10/22/2010
67441	544393	XU, SHERRY	6/7/2011
67441	550928	PARATON, LEONISA	9/1/2011
67441	177402	CHAUHAN, RAJPREET KAUR	9/21/2011
67441	553855	VICKERS, SCOTT	9/28/2011
67441	201940	GAMA, CANDY	10/3/2011
67441	553833	LEE, SU-JIN(SUZY)	10/3/2011
67442	555700	DE GUZMAN, MARK ERNEST	10/11/2011
67441	555936	DOUGLAS, KODI PEREZ CAHUANA,	10/26/2011
67441	555932	SOCRATES	10/28/2011
67441	563367	DUHIGG, RIYANI	2/20/2012
67441	563424	CHUA, ANITES	2/22/2012
67442	565022	DUA, MAE	3/20/2012
67441	570830	GONZALEZ SALINAS, RUY	6/26/2012

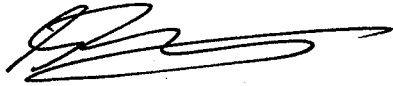
LETTER OF UNDERSTANDING

Job Descriptions

During the term of the agreement the parties will meet to review the job descriptions and applicable rates to ensure the rates are consistent with the duties that are currently performed by the employees.

Signed on this <sup>29</sup> day of *January*, 2013.

For the Employer:



Scott Boogemans  
Labour Relations Director  
Western Canada

For the Union:



Kathie Currie  
Staff Representative  
CUPE Local 15

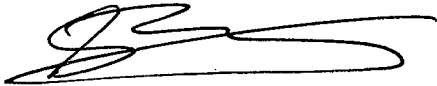
LETTER OF UNDERSTANDING

Short-term Layoff

The parties will review the process for short-term lay-off and, where the parties agree, will document the process in a letter of agreement.

Signed on this <sup>24<sup>th</sup></sup> day of <sup>KE</sup> January, 2012. 2013

For the Employer:



Scott Boogemans  
Labour Relations Director  
Western Canada

For the Union:



Kathie Currie  
Staff Representative  
CUPE Local 15

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