

COLLECTIVE AGREEMENT

BETWEEN

**Sodexo Canada Limited at
Burnaby Centre for Mental Health and Addictions**

(hereinafter called the “Employer”)

AND

**United Steelworkers, Local 2009
(hereinafter called the “Union”)**

June 30, 2020 – October 31, 2022

ARTICLE 1: PURPOSE

Section 1: Statement of Partnership

The Employer and the Union are committed to working together to deliver high quality "non-clinical services" as defined by the *Health and Social Services Delivery Improvement Act* ("Act") to the citizens of British Columbia and to the creation of employment opportunities for Union members in British Columbia.

The Employer and the Union accept and understand that the expansion and security of employment for Union members as employees of the Employer is dependent upon the competitiveness and profitability of the Employer for which the Union and the Employer accept joint responsibility.

The success of our partnership will be based upon the following criteria:

- A well-trained, highly-motivated workforce committed to the satisfaction of the Employer's clients, their patients/residents and the families of those patients/residents
- The integration of people, technology and operating systems
- A participative environment with shared goals and a recognition of contributions to results
- A cooperative and mutually supportive workplace founded on trust, dignity, respect, fairness and honesty
- Open and effective communication
- Provision of adequate resources for our people to succeed
- Shared decision-making in areas mutually agreed upon by the parties
- A strong union and a strong management acknowledging and respecting each other's interests and responsibilities
- Operations consistent with the Employer's "balanced scorecard" and its goals
- Food handling practices, quality assurance, and sanitation

The Employer and the Union are committed to work continually and creatively to enhance and expand our partnership.

Section 2: Resolution of Concerns

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). Such discussions and any resolution by mutual agreement resulting from such discussions shall be consistent with, and pursuant to, the Statement of Partnership in Article 1, Section 1, above.

ARTICLE 2: BARGAINING AGENCY

Section 1: Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provisions of food service and housekeeping services at Burnaby Centre for Mental Health and Addictions.

Section 2: Work

Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction, audit, quality control, on the job training and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1: Management Rights

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 plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Managers/Supervisors shall be entirely a matter for the Employer's discretion.
- (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

Section 2: Additional Rights

It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Employer.

Section 3: Limitations

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 of the terms or provisions of this Agreement.

ARTICLE 4: UNION SECURITY

Section 1: Preferential Relationship

When the Employer is hiring new employees, preference shall be given to candidates who are former or current members of a bargaining unit represented by the Union, in the following order.

- (i) former members of a bargaining unit represented by the Union who were laid off from employment and whose recall rights have expired;
- (ii) members of a bargaining unit represented by the Union who have been laid off from employment for sixty (60) days or longer;
- (iii) members of a bargaining unit represented by the Union who have been terminated from as a result of the closure of the operation where the members were employed.
- (iv) other members of the Union.

Notwithstanding the above, it is understood that the Employer has no obligation to hire any new employee unless the Employer, in its sole discretion, deems that individual to be a suitable candidate for employment.

This section shall have application until the date that the Union has a viable hiring hall in operation at which point Section 2, below, shall apply.

Section 2: Union Shop

All employees shall maintain membership in the Union throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Notwithstanding anything contained in the foregoing Sections 3 and 4 of the Article, no employee shall be subject to discharge except for refusal to pay union dues. If an employee fails to pay union dues within seven days after the Employer and the employee have been notified by the Union of the employee's delinquency, such employee shall be discharged forthwith by the Employer. In such circumstances the Union agrees to hold the Employer harmless and to indemnify the Employer for and against costs arising as a consequence of such discharge. Further, a discharge in such circumstances shall not be the subject of any grievance or arbitration.

Section 5: Union Membership

No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the Union's Constitution.

Section 6: No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

Section 7: Bulletin Boards

The Employer shall provide space for one bulletin board at each Operational Unit for posting of legitimate Union materials as approved for posting by the Steward or their alternate.

Section 8: Check-off

The Employer shall request all new employees at the time of hiring to execute an assignment of wages in duplicate (see Appendix A). The forms are to be supplied by the Union.

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Union shall notify the Employer by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

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

Section 9: Recognition and Rights of Stewards

The Employer recognizes the Union's right to select one Steward and one alternate Steward to represent the employees at this facility. The Union agrees to provide the Employer with the names of the employees designated as Steward and alternate Steward who will serve in the Steward's absence. A Steward shall obtain the permission for their immediate supervisor before leaving their work to perform their duties as a Steward. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. On resuming their normal duties, the Steward shall notify their Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (ii) supervisor of ballot boxes and other related functions during votes; and
- (iii) attend meetings at the request of the Employer or joint Union/Management Committees.

Under no circumstances shall a Union Steward take an action or issue any instruction, which will interfere with the operations or affairs of the Employer, or with the management of or direction of the workforce.

Union Representation

1. The Employee shall have the right to have Union Representation present at any discussion 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 their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.
2. The Union Shop Steward or designate and new employee shall be given the opportunity to meet within regular working hours of the new Employee without loss of pay for fifteen (15) minutes during the first thirty (30) days of their employment.

3. Upon request, the Employer shall make available to the Union, Seniority Lists containing information required by the Union such as job descriptions, positions in the Bargaining Unit, wage rates, information, reports and records.

Section 10: Access to Operation

Official Union Representatives shall obtain reasonable access to the Employer's employees for the purposes of this Agreement, including the ratification of this Agreement by the Employer's employees, which access shall be granted by the Employer at the Union's request and on such reasonable written terms and conditions as may be laid down by the Employer.

Section 11: Volunteers

The Union understands and agrees that volunteers play an important and integral role within facilities owned and operated by the Employer's clients and that such volunteers are an important and necessary link to the broader communities served by the Employer's clients. The Union encourages the use of such volunteers by the Employer's clients in the interests of the broader communities served by the Employer's clients.

Section 12 – Employer Policies

Policies made by the Employer shall not conflict with this Collective Agreement. The Union will be provided copies of all policies upon request.

ARTICLE 5: JOINT UNION/MANAGEMENT CONSULTATION

Section 1: Labour/Management Consultation Committee

A Labour/Management Committee shall be formed of two management and/or supervisors and one shop steward from the facility and a Local Union Rep. This Committee shall meet as needed.

The purpose of this Committee is to promote the cooperative resolution of workplace issues, to foster the development of work-related skills and to promote workplace productivity.

Meeting decisions, outcomes and any agreements will be in writing. The employer will cover the wages of any employees required to attend these meetings.

Employer shall balance workload. If dispute arises on workload, it shall be dealt with through Joint Labour Management committee.

Section 2: Safety Prevention Consultation Committee

A Safety Prevention Committee shall be formed which will include at a minimum the following members:

- Sodexo Manager
- Sodexo District Manager
- Sodexo Health and Safety Manager
- Employee Representative from the Joint Health & Safety Committee
- USW Local Union Representative

The Committee shall meet a minimum of three times per year (separate from the Labour/Management Committee). The purpose of this Committee is to ensure there is a cooperative work place safety culture, that workplace safety issues are identified and resolved in a timely manner, to insure employees are working safely at all times and that injured employees are returned to work. The following topics will be reviewed at each meeting:

- Review all reported accident & incidents
- Review effectiveness of Joint Occupational Health and Safety Meetings
- Review appropriateness and effectiveness of employee safety training
- Review challenges and progress with the employers Return To Work Program
- Conduct a facility safety inspection

Meeting decisions and outcomes will be in writing and posted on the facility safety bulletin board. The employer will cover the wages of any employees required to attend these meetings.

ARTICLE 6: TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 54 of the *Code* applies to this Agreement. It states:

- 54 (1) If an 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 a collective agreement applies,
- (a) 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 effected, and
 - (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternative to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

- (ii) human resource planning and employee counseling 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.
- (2) If, after meeting in accordance with subsection (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.
- (3) Subsections (1) and (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 of that Act.

ARTICLE 7: HOURS OF WORK

Section 1: Hours of Work

No employee shall be scheduled for more than eight (8) hours per day or forty (40) hours per week, unless otherwise mutually agreed to by the Union and The Employer.

The Employer does not guarantee hours of work to any employee and reserves the right to schedule work, including overtime work, and will give reasonable consideration to personal reasons from individual employees for inability to work overtime.

The Employer will assign shifts and hours in order of seniority within the classification where the work is required to be done, provided that this does not have an adverse effect on operations and the employee is immediately able to perform all of the duties required within the normal schedule hours.

Definition of shifts(s) is all work performed by an employee on behalf of the Employer.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the Employer shall keep said schedule up to date.

Section 2: Overtime

Subject to the operating needs of the business, The Employer will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to Operational Unit Seniority as defined in Article 10, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

The regular hours of work for employees not on a flexible work schedule/averaging agreement shall be seven and one-half (7 ½) hours per day and forty (40) hours per week. Employees on regular hours of work will receive their rate and one-half for any hours worked over eight (8) hours per day and double straight time rates shall be paid for hours worked in excess of twelve (12) hours per day.

There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing hours per week.

A regular scheduled employee who is scheduled to work thirty-five (35) hours or more per week on a five (5) day schedule who is paid their scheduled hours shall be paid at the rate of time and one half (1.5x) the employee's regular hourly rate of all hours worked on a scheduled day off.

Hours are to be given to all casual employees before overtime is given to any other employee.

An employee must either have at least thirty-two (32) consecutive hours free from work each week, or be paid one and half times (1½) the regular wage for time worked by the employee during the thirty-two (32) hour period the employee would otherwise be entitled to have free from work.

The employer must ensure that each employee has at least eight (8) consecutive hours free from work between each shift worked.

Section 3: Rest Periods and Meal Breaks

All employees working shifts of five (5) hours or longer are entitled to an unpaid meal break of (30) minutes between the (3rd) and fifth (5th) hour of work. Such meal breaks shall be on the employee's time.

All employees are entitled to paid rest periods *not to exceed* in accordance to the following schedule in addition to their meal break:

- | | |
|---------------------|--|
| (a) four (4) hours | one (1) fifteen (15) minute rest period |
| (b) five (5) hours | one (1) fifteen (15) minute rest period |
| (c) six (6) hours | one (1) fifteen (15) minute rest period |
| (d) seven (7) hours | two (2) fifteen (15) minute rest periods |
| (e) nine (9) hours | three (3) fifteen (15) minute rest periods |

Section 4: Position Postings

The Employer agrees that all regular scheduled positions shall be posted for a period of ten (10) calendar days on designated bulletin boards. A temporary vacancy that is greater than or is anticipated to be greater than forty-five (45) calendar days in duration shall be posted within seven (7) days and awarded to the successful applicant.

Section 5: Awarding of Postings

Postings will be awarded based on "Operational Unit Seniority" subject to the person being capable of performing the job.

Section 6 – Postings and Hours of Work

1. Postings to state: date of posting and closing date of posting, area of work, specific description of work duties for that area, scheduled days of work and days off, pay rate, scheduled hours of work, the start date of the position and posting number. All postings shall also include a summary of job description/duties and qualifications for information purposes only.
2. The details of the job posting 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.
3. All employees are to be given written confirmation of their posted position upon signing for it.
4. Within three (3) days of the successful applicant being notified, the Employer will attempt to inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
5. Posting shall not be cancelled without notifying the Union and only with a valid explanation.
6. The successful applicant shall be placed on a familiarization period for a period of one (1) month, if in a new position. In the event the successful applicant is unable to perform the duties of the new position, or decides not to continue in the new position during the familiarization period, s/he shall be returned to her/his former or a similar position without loss of seniority.
7. Float positions will be given posting numbers and be entitled to benefits, the postings will not contain specific description of work duties, but will contain entitlement to minimum hours and at least three (3) scheduled days per week.

Section 7 – Shifts

1. **Guaranteed Minimum Hours**
Any employee, 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;
 - b) Two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

Section 8 – Scheduling of Casual Hours

- a) **Casual employees and regular part-time employees who wish to be called for casual shifts must provide their availability to the Employer in writing three times annually as follows:**
 - 1. **January 1-7 for period February through May.**
 - 2. **May 1-7 for period June through September, and**
 - 3. **September 1-7 for period October through January**
- b) **Casual Employees must provide reasonable availability including nights and/or weekends.**
- c) **Employees will be called and/or scheduled in order of seniority, regular part-time employees first and then casual employees.**
- d) **Casual employees will only be pre-scheduled for shifts once regular part-time employees have been offered the shifts and provided no overtime results.**
- e) **Casual and regular part-time employees may not change their stated availability once submitted.**
- f) **Casual employees who wish to be unavailable for a period in excess of two weeks must apply to the Employer in writing for an unpaid leave of absence a minimum of four weeks in advance of the start date of the desired leave. The Employer will not unreasonably deny such requests for leave of absence.**
- g) **Casual and regular part-time employees who submit availability must provide contact information where they can be reached two hours before and two hours into each shift for which they have stated availability.**
- h) **If a casual employee fails to answer a call from the employer during the two hours before and two hours into each shift for which he/she has stated availability, the Employer will move immediately to the next eligible casual employee on the seniority list. If a casual employee who does not answer a call during the two hours before and two hours into each shift for which he/she has stated availability does not call back within 30 minutes he/she shall be deemed to have refused the shift.**
- i) **A casual employee who answers a call and refuses an offer of a shift within their stated period of availability except as a result of substantiated illness or emergency will be deemed to have refused a shift.**
- j) **A casual employee who refuses five (5) shifts during the availability period may be subject to termination but the Employer will have to show cause.**
- k) **All calls for filing shifts shall be recorded in a call-in log book. The call-in log book shall contain:**

1. a copy of the current seniority list; and
 2. the current casual hours and overtime availability sheets.
- l) The call-in log book shall record the following:
1. employee called;
 2. name of person making the call;
 3. shift left vacant;
 4. date and time of call;
 5. date and time the Employer became aware of the vacant shift; and
 6. response to call (e.g. shift declined, no answer, shift accepted).
- m) In the event of a dispute, the Union shall have access to the log book.

ARTICLE 8: ANNUAL VACATION

As the parties share the desire to foster work life balance, employees will make every effort to schedule and take a minimum of one (1) five (5) day block of vacation each vacation year. Where extenuating circumstances prevent the employee from scheduling vacation in this manner the Labour Management Committee agrees to monitor the application of this provision and will actively and cooperatively promote compliance.

1. Annual Vacations shall be earned at the rate of:
 - a) Ten (10) working days per year commencing in the first (1st) year of employment, paid at four percent (4%) of gross earnings.
 - b) Twelve (12) working days per year commencing in the fifth (5th) year of employment, paid at four point eight percent (4.8%) of gross earnings in the previous year.
 - c) Fifteen (15) working days per year commencing in the sixth (6th) year of employment, paid at six percent (6%) of gross earnings in the previous year.
 - d) Seventeen (17) working days per year commencing in the ninth (9th) year of employment, paid at six point eight percent (6.8%) of gross earnings in the previous years.
 - e) Twenty (20) working days per year commencing in the eleventh (11th) year of employment, paid at eight percent (8%) of gross earnings in the previous years.
 - f) Twenty-five (25) working days per year commencing in the fifteenth (15th) year of employment, paid at ten percent (10%) of gross earnings in the previous years.

2. **Vacation Scheduling**

- a) **Annual vacation selection begins in May and is finalized by June 30th for vacations commencing the following September to February inclusive. Vacation selection will be approved in order of seniority.**
- b) **Selection begins in December and finalized by January 31st for vacations commencing March to August inclusive. Vacation selection will be approved in order of seniority.**
- c) **In the normal process, unpaid leave of absence request (Personal Leave) should be made in conjunction with vacation booking for the upcoming half year. This means that an unpaid leave between September and February should be requested no sooner than the preceding May.**
- d) **Vacation allocation shall take precedence over personal leave of absence scheduling.**

3. **Vacation Pay**

- a) **Upon receipt of fourteen (14) days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of their vacation, an amount equivalent to their vacation being taken, up to the amount of vacation pay earned.**
- b) **Once per calendar year, employees may request in writing to be paid out any vacation accrual that has been accumulated over and above the current year's entitlement.**

4. **Vacation Carry Over**

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

5. **Reinstatement of Vacation Days – Sick Leave**

In the event an employee is sick or injured prior to the commencement of their 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.

ARTICLE 9: STATUTORY HOLIDAYS

"Statutory Holiday" means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other holiday prescribed by regulation. In allocating time off for Christmas Day and New Year's Day, and subject to the operational needs of the business, Operational Unit Seniority within a classification shall be the determining factor when voluntary requests cannot be solicited, Operational Unit Seniority shall be applied on a rotating basis for time off starting with the most senior in the classification.

The Employer agrees to make every effort to schedule public holidays or equivalent days off as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible. Such days will be taken at a mutually agreed-to time between the Employer and employee.

Entitlement:

Any employee who has been employed by the Employer for at least thirty (30) calendar days before the statutory holiday and has worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday.

All leave of absences for Union business of less than thirty (30) calendar days will be considered time worked for the purposes of calculating Statutory holiday pay.

Statutory Holiday Pay

- (1) An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday, must be paid an amount equal to at least an average day's pay determined by the formula:

amount paid + days worked

where

amount paid, is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30) calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

- (2) The average day's pay provided applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.
- (i) If an employee is required to work on a statutory holiday:
An employee who works on a statutory holiday must be paid for that day.

- (a) One and one half times (1 1/2x) the employee's regular wage for the time worked up to twelve (12) hours.
- (b) Double (2x) the employee's regular wage for any time worked over twelve (12) hours and;
- (c) An average day's pay, as determined using the above-mentioned formula.

ARTICLE 10: SENIORITY

Section 1: Definitions

"Service Seniority" means continuous, unbroken service with the Employer from date of hire with the Employer except as otherwise provided in this Agreement.

"Operational Unit" means the Burnaby Centre for Mental Health and Addictions

"Operational Unit Seniority" means continuous, unbroken service at an Operational Unit from date of hire to that unit except as otherwise provided in this Agreement.

Section 2: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for 90 calendar days. During the probationary period they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of 90 calendar days, the employee shall be entitled to seniority dating back to the first day worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by the Employer or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

Section 3: Lay-Off

In the event it becomes necessary to lay-off employees, the Employer will lay-off in reverse order of Operational Unit Seniority within the Operational Unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either:

- (i) exercise their Operational Unit Seniority rights to displace the most junior employee in a job classification which is equal to or lower in rate to their job classification, for which the employee has the required qualifications or in which the employee has previously worked; or
- (ii) accept a lay-off until their regular job becomes available.

Section 4: Retention During Lay-Off (The Recall Period)

- (i) Seniority during lay-offs shall be retained for six (6) calendar months.
- (ii) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

Section 5: Service Lists

It is agreed that upon request of the Union, Service Seniority and Operational Unit Seniority lists will be supplied by the Employer setting out the names of the employees and the employees' Service Seniority and Operational Unit Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.

Section 6: Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employ of the Employer;
- (ii) is discharged by the Employer;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave;
- (vii) accepts a severance package; or
- (viii) is unable to attend at his or her Operational Unit for reasons beyond the Employer's control.

Section 7: Recall

Employees will be recalled in order of Operational Unit Seniority within the Operational Unit provided that the employee has the qualifications to perform the required job functions. The Employer will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Employer attempts but does not contact the employee by telephone then the Employer will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep the Employer informed of their current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Employer, retain all seniority rights.

Section 11 – Bumping Provisions

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

Section 12: Individual Termination Pay

When an employee is terminated (other than for cause) and the group termination provisions of the *Employment Standards Act* do not apply, employees will be paid or provided the equivalent written working notice in accordance with the following:

- (i) After three (3) consecutive months of employment the equivalent of one (1) weeks' pay;
- (ii) after twelve (12) months of continuous employment the equivalent to two (2) weeks' pay;
- (iii) after 2 years of continuous employment the equivalent of three (3) weeks' pay; and
- (iv) for each additional year of continuous employment, the equivalent of one additional week's pay to a maximum of the equivalent of eight (8) weeks' pay.

ARTICLE 11: LEAVES OF ABSENCE

Section 1: General

All leaves required by applicable legislation regarding Leaves of Absences shall apply, including existing Leaves under the *Employment Standards Act* such as: Leaves respecting Domestic or Sexual Violence, Personal Illness and Injury Leave, Maternity and Parental Leave, Family Responsibility Leave, Critical Illness or Injury Leave, Compassionate Care Leave, Bereavement Leave, Leave Respecting the Disappearance of a Child, Leave respecting the Death of a Child. It is understood that the parties will abide by any leaves legislated during the life of this Agreement.

Section 2: Injury and Illness

The Employer will grant a reasonable period of unpaid leave of absence to a maximum of twenty-six (26) weeks per year to employees suffering injury or illness, subject to receipt of medical certificates as required by the Employer confirming that the employee is unable to attend work due to injury or illness.

The employee shall report or cause to have reported to the Employer prior to the commencement of their shift the injury or illness which requires their absence from work.

The Employer may require a company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury. **The Employer will reimburse employees for any costs associated with obtaining a doctor's note to a maximum of fifteen dollars (\$15.00), if requested by the Employer as proof of illness.**

In case of real and bona fide illness or injuries that extend beyond 26 weeks and subject to the Employer operational needs, an employee may no later than four (4) weeks prior to the expiration of the leave, request an extension of unpaid leave not to exceed a further 26 weeks. The Employer may require the employee to supply verification of the illness or injury prior to the Employer's consideration of the request.

Section 3: Union Business

- (a) The Employer will grant an unpaid leave of absence to employees who are appointed or elected to a Union Office. The employee who obtains this leave of absence shall return to the Employer within thirty (30) calendar days after completion of the term of employment with the Union.
- (b) The Employer will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the Union in order that they may carry out their duties on behalf of the Union. The Employer shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds three (3) in number or is more than one from any one Operational Unit; provided that the Employer will grant leave to more than three (3) employees or to more than one (1) employee from an Operational Unit where, in its opinion, it will not have the effect of interfering with the Employer's operational requirement.
- (c) The Union shall provide the Employer with as much advance notice, in writing, as possible but in no event less than in the case of (a) thirty (30) calendar days and in the case of (b) five (5) calendar days.

Section 4: Bereavement Leave

When a death occurs to a member of a regular full-time employee's immediate family, the employee will be granted a leave of absence for which he/she shall be compensated at their regular straight time hourly rate of pay for up to three (3) scheduled days. The Employer will not ask for a death certificate unreasonably.

The employee's immediate family includes the employee's spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandson and granddaughter.

At the request of an employee and subject to the Employer's operational needs, the Employer may approve an additional period of unpaid bereavement leave where the grounds for same are bona fide and verifiable.

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.

Section 5: Jury or Crown and Coroner's Witness Duty

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by the Employer for the difference between the pay received for Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness and their regular straight time hourly rate of pay for their regularly scheduled hours or work based on the employee's proof of pay for such duty. It is understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's duty or Crown Witness or Coroner's Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, coroner's duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

Section 6: Return from Leave

An employee returning from an approved leave such as sick leave, union leave, maternity leave, bereavement leave or leave due to a work related injury will return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence, provided that a job exists which they are immediately capable of performing, and, that they have the necessary seniority to retain such position. The provisions of the *Employment Standards Act* shall be in force in any event. A doctor's certificate may be required to determine the type of work the employee is able to perform.

Section 7: Family Responsibility Leave

Each employee shall be entitled to up to six (6) unpaid Family Responsibility Leave days per year to be used at their discretion. If an employee requests, they shall be entitled to draw on their vacation pay to be paid out in an amount equal to their normal hour for those days. Employees will give as much notice as reasonably possible of such requests.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Grievance Procedure

All grievances except grievances detailed in Section 3 below shall proceed as follows:

Step 1

The employee shall take the difference to his manager or designate with or without their Steward 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 representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavour to settle the matter with the applicable manager or designate.

Step 3

Failing settlement at Step 2, the Union Business agent shall, within twenty-eight (28) calendar days of the event giving rise to the difference, notify the applicable regional manager/general manager or designate in writing of the need for a meeting to discuss this grievance.

Step 4

Failing settlement at Step 3, the grievance shall be referred to an investigator for binding recommendations as provided in Section 2 below within forty-two (42) calendar days of the event giving rise to the difference.

- a) The Employee in question will remain on payroll until such time as the entire investigation is completed and disciplinary action is required.
- b) All disciplinary and discharge procedures will occur on the Employer's time.
- c) If eighteen (18) months after the issuance of written discipline, no further disciplinary action is recorded against the employee, the written discipline and any previous documented discipline (including verbal warnings), will be removed from the employee's personnel file and may not be held against them thereafter.

Section 2: Investigator

In the event a grievance is referred to an investigator pursuant to Section 1, the investigator shall be chosen from the following list:

- (i) Gordon, J.
- (ii) Hall, J.
- (iii) Johnston, D.
- (iv) Korbin, J.
- (v) Ready, V.
- (vi) Sigurdson, G.
- (vii) Taylor, C.

The investigator chosen shall be the first investigator contacted who is able to confirm their 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:

- (i) alphabetically in the first investigation under this Article
- (ii) 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 their 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.

Section 3: Expedited Grievance and Arbitration Procedure

Notwithstanding Section 2, 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 following mutually agreeable arbitrators:

- (viii) Gordon, J.
 - (ix) Hall, J.
 - (x) Johnston, D.
 - (xi) Korbin, J.
 - (xii) Ready, V.
 - (xiii) Sigurdson, G.
 - (xiv) Taylor, C.
- (iv) 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
 - (b) thereafter, alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
- (v) 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, form or supplement the provisions in any way.
- (vi) The Arbitrator shall base their decision on evidence submitted by the Union and by the Employer's representatives, or their appointees.
- (vii) The Arbitrator's decision shall be final and binding on both parties.
- (viii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

Section 4: Time Limits

The time limits set out in Sections 1-3 inclusive above may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

Section 5: Abandonment

If a grievance is not initiated or advanced to the next stage within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of the parties.

The Parties agree that the operation of Section 87 of the BC Labour Relations Code is specifically excluded unless mutually agreed to by the Parties.

ARTICLE 13: WAGES AND JOB RATE RULES

Section 1: Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "B" however, an employee will not be prevented from receiving a higher rate of pay for their classification at the Employer's sole discretion or by mutual agreement between the Parties.

When an employee is temporarily assigned to work in a higher classification he/she shall be paid the wages for the higher classification, provided that he/she works at least three (3) hours in a higher classification.

The Company agrees to notify the Union within (60) sixty days of any new classifications they add to the Bargaining Unit during the term of this collective agreement. When any new positions are created the parties will meet in an effort to negotiate a rate of pay and conditions for the new position. If the parties are unable to reach agreement the issue will be referred to a third party to reach a binding resolve. Any decision reach by a third party will be based on the prevailing rates and conditions of the industry and will be retroactive to the time the position was first worked.

Section 2: Benefits

Employees regularly scheduled to work at least twenty (20) hours per week (regular employees) who have successfully completed their probation period shall participate in the benefits plans as outlined below. It is understood and agreed 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 same to a benefits provider. The benefits plans are administered, governed, and adjudicated pursuant to the Master Contract (Division 38 Class 73) held with the benefits provider and the Parties are bound by its terms. In any case, Benefits will not be reduced during the term of the collective agreement. **At age 65 employees will no longer be eligible for Basic Life Insurance or Accidental Death & Dismemberment benefits. Eligibility for medical and dental will end after age 70.**

(a) Basic Life Insurance

The Employer shall pay 70% and employees shall pay 30% and commencing November 1, 2020 the Employer shall pay 80% and the employees shall pay 20% of the cost for Basic Life Insurance coverage in the amount of \$30,000.

(b) Accidental Death & Dismemberment Insurance

The Employer shall pay 70% and employees shall pay 30% and commencing November 1, 2020 the Employer shall pay 80% and the employees shall pay 20% of the cost for Accidental Death and Dismemberment coverage in the amount of \$30,000.

(c) Extended Health Care

The Employer shall pay 70% and employees shall pay 30% and commencing November 1, 2020 the Employer shall pay 80% and the employees shall pay 20% of the cost of the Extended Health Care plan which includes vision care up to \$250.00 per employee every 24 months.

(d) Dental Care

The Employer shall pay 70% and employees shall pay 30% and commencing November 1, 2020 the Employer shall pay 80% and the employees shall pay 20% of the cost of the Dental Care plan which consists of basic prevention coverage.

(f) Paid Sick Days

At the conclusion of every month commencing, with August 2012, employees shall be entitled to accrue four and one half (4.5) hours of sick leave per month to maximum of one hundred (100) hours.

ARTICLE 14: DEFINITIONS

Objective Interpretation: Where a specific definition of a work, or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical usage.

Time Span Reference: References to days, weeks, months, or years shall be understood to mean calendar days, weeks, months or years unless expressly provided in this Agreement.

Specific Definitions: The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article.

Probationary Employee: An employee who has hired into probationary status and who has not successfully completed the probationary period.

Regular Full-Time Employee:

An employee who has been awarded a regular full-time position and is regularly scheduled by the employer for thirty-seven and a half (37.5) hours per week with regular days, area, and start time. Regular Full-Time positions are to be posted subject to Article 7 of this agreement and regular full-time employees are eligible for benefits under Article 13 of this Agreement.

Regular Part-Time Employee:

An employee who has been awarded a regular part-time position and is regularly scheduled by the employer for more than twenty (20) hours or more per week but less than thirty-seven and one half (37.5) hours per week with regular days, area and start time. Regular Part-Time positions are to be posted subject to Article 7 of this agreement and regular part-time employees are eligible for benefits under Article 13 of this agreement. Regular part-time employees can make themselves available for casual shifts per Article 7, Section 8, re: Casual Shift Scheduling.

Regular Float Employee:

An employee who has been awarded a posted regular float employee position and is regularly scheduled for twenty (20) hours or more per week with no regular days, area, and start time. Two (2) week schedules for regular float positions shall be posted two (2) weeks in advance of the start of such schedule. Regular float positions are to be posted subject to Article 7 of this agreement and regular float employees are eligible for benefits under Article 13 of this agreement. Regular float employees can make themselves available for casual shifts per Article 7, Section 8 re: Scheduling of Casual Hours.

ARTICLE 15: EDUCATION AND DEVELOPMENT FUND

The Employer will submit five cents (\$0.05) per hour paid to employees as a contribution to the USW, Local 2009 Education and Development Fund.

The Employer will remit such accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the number of employees employed by the Employer and the total number of hours worked by all employees.

ARTICLE 16: MISCELLANEOUS

Section 1: 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 examinations at the request of the Employer, or to undergo vaccination, inoculation or 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.

Any Vaccinations (and follow-up vaccinations) requested by the employer are to be done at the expense of the Employer and will be done on facility where possible.

Section 2: Uniforms

The employer will provide a minimum of three (3) new uniforms to all full-time employees. The employer will provide a minimum of two (2) uniforms to all Casual employees. Should the employee's uniform need to be replaced, the employer will do so immediately.

New uniforms to be provided to pregnant employees at their request.

The Employer will provide outerwear for workers in winter.

The Employer shall have the option to either have the uniforms cleaned or reimburse employees for expenses incurred for such cleaning at the rate of ten cents (\$0.10) per hour for all hours worked.

Section 3: WCB Incidents

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

Section 4: Strikes, Lockouts, Picketing

During the life of this Agreement, the Employer agrees it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee, shall authorize, encourage, or participate in any strike, suspension of work, or slowdown.

Employees may honour a legal picket line. The Union, however, recognizes and understands that the Employer is required to deliver, through its employees, uninterrupted services to its clients' residents or patients. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the relevance union(s).

Section 5: 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.

Section 6: Religious Observances

- a) Employees who are members of a non-Christian religion are entitled to two (2) 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 weeks' notice is not given due to the unpredictable nature of the spiritual or holy day then as much notice as possible shall be provided.
- c) Employees granted leave under this provision may utilize or reschedule unused vacation.

Section 7: Anti-Harassment & Discrimination

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

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

Personal harassment is:

- a) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.
- b) Deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work-related purpose.

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

- a. Sexually oriented behaviour of a deliberate or negligent nature which creates a hostile or poisoned working environment;
- b. Sexually oriented remarks or behaviour which may reasonable be perceived to create a hostile or poisoned working environment;
- c. Any unwanted sexual solicitation, attention, or advance;

- d. A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- e. Implied or expressed promise or reward for complying with a sexually oriented request.

An employee allegedly being harassed may register the complaint in writing to the District Manager, or designate, either directly or through the Union. The District Manager or designate, shall deal with the complaint with all possible confidentiality and discretion.

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

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

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

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

Cases of harassment and/or discrimination shall be eligible to proceed as grievances.

If the grievor requests that contact in their work area with the alleged harasser be limited or discontinued during the period of consideration of the grievance, the Employer shall endeavour to comply with the request.

Section 8: Purpose of Training

- a) 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.
- b) The Employer is responsible for ensuring the quality, control and documentation of employee training.
- c) It is understood that an employee will be adequately trained to perform the assigned work. Duties will not be assigned to any employee who has not been trained. Upon request to a manager or supervisor an employee will be provided with additional training in order to safely perform the work.
- d) Employees may access their training records upon request.
- e) An Employee assigned to a co-worker will remain in the same work areas as the co-worker.

f) **Paid Training**

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

g) **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 ability for the work.**

h) **Partial Paid and Unpaid Training**

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

Section 9 – Health & Safety

a) **The Employer supports an early return to work program based on modified duties for injured and ill employees. The parties agree to cooperate to monitor and ensure the effective application of this program at the Labour Management Committee in achieving its mandate of an early safe return to work.**

The Parties agree to cooperate to identify and foster conditions that promote the prevention of work place injuries and improve safety in the workplace. In this regard, the matter shall be placed on the agenda as a regular item at the Labour Management Committee Meetings. Joint initiatives aimed at fostering safety in the workplace shall be a key goal of the parties.

b) **Regulatory Compliance with Health and Safety**

It is agreed that Part 3 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The Employer and the union agree to abide by those provisions unless this agreement provides otherwise. Any failure to comply with the Legislation or the Regulation shall be a matter for referral to the JHSC.

c) **Reporting Unsafe Conditions**

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to the employer and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

d) **Right to Refuse Work**

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

Section 10: Safety Committee

The Joint Occupational Health & Safety Committee (OHSC) shall be comprised of:

- (i) Where there are twenty (20) or more employees, at least four (4) members,
- (ii) Where there are fewer than twenty (20) employees, at least one (1) Union and one (1) Company representative.
- (iii) If the union is unable to elect or appoint a worker representative to the committee, the employer will appoint the worker representative in order to comply with the legislative obligations. This worker will sit until such time as the Union appoints/elects a worker representative.

The Joint Committee must consist of worker representatives and employer representatives who have knowledge of the area they represent, and at least half shall be worker representatives. There shall be two (2) Co-Chairs; one (1) a Union representative and the other a Company representative.

- (a) All serious incidents, dangerous occurrences and near miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant OHSC or their designates.
- (b) The Company and Union agree to fully cooperate with the OHSC and the Company will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC.
- (c) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC inspector during workplace visits.
- (d) Unresolved Safety Issues:

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

- (e) Joint Health and Safety Committee Recommendations:

The Employer shall respond in writing within ten (10) working days, to any formal recommendation of the Joint Health and Safety Committee.

- (f) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.
- (g) The Employer will post minutes of all Joint Occupational Health and Safety Committee meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays and recognizes holidays.

Section 11: Health and Safety Training

- (a) Training to be provided to all employees regarding violence in the workplace.
- (b) Training to be provided to all employees regarding working around individuals with specific medical conditions, including mental health challenges.
- (c) The Employer will provide all required personal protective equipment. It shall be kept in an area that is accessible to the employees at any time.

Section 12: Return to Work Programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee. Should and employee provide restrictions from a physician, such restrictions shall be incorporated into an established return to work program.
- (c) Return to work programs will be part of an approved rehabilitation plan.
- (d) The parties 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.
- (e) An employee has the right to request and receive the assistance of an on-site union representative or member of the Joint Health and Safety Committee at any step in the return to work program.
- f) In addition to (d), prior to entry into a return to work program that is greater than seven (7) calendar days, the employer and the employee shall discuss the planned program and its duration. One of the following may also attend, provided their attendance does not delay the meeting: an employee member of the Joint Health and Safety committee, a shop steward, or staff union representative (designated by the union). The details of the return to work program will be confirmed in writing to the employee and the union.

ARTICLE 17: SAVINGS CLAUSE

(a) General

In the event that present or future legislation renders null and void or materially alters any provisions of this Agreement, the following shall apply:

- (i) The remaining provisions of the Agreement shall remain in full force and effect for the term of this Agreement.
- (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (iii) If a mutual agreement cannot be struck as provided in (ii) above, the matter shall be arbitrated pursuant to Article 12 of this Agreement.

(b) Act:

In the event that the *Act* is declared by a Court of competent authority to be of no force or effect, as contrary to the Canadian Constitution, the Employer's continuing obligations to employees pursuant to this Agreement shall be limited to the provision of appropriate termination notices pursuant to the *Employment Standards Act*.

ARTICLE 18: AGREEMENT TERM

This Agreement shall remain in force and effect from **July 1, 2020** until the end of the day on **October 31, 2022** and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, to require the other Party to this Agreement to commence collective bargaining. Should either party give written notice this Agreement shall continue in full force and effect and neither party shall make any change in the terms of the said Agreement or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:


- (i) the union goes on strike, or
- (ii) the Employer locks out its employees.

Dated this 27th day of October, 2020.

SODEXO CANADA LIMITED



Rob Martins Oct 27, 2020

Authorized Signatory



James Martin, Nov 4, 2020

Authorized Signatory

**UNITED STEELWORKERS
ON BEHALF OF LOCAL 2009**


Scott McRitchie Nov 4, 2020

Authorized Signatory


Tara Cavanagh Nov 4, 2020

Authorized Signatory

APPENDIX A

USW CHECK-OFF

Starting Date _____, 20__

Name of Employer: _____

Name of Employee: _____

Operation: _____

Address: _____

Postal Code: _____ Phone: _____

Social Insurance Number: _____

Are you a Member of USW? _____

In what USW operation were you last employed? _____

Local Union _____

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL _____ THE FOLLOWING IN PAYMENT OF THE AMOUNT SET OUT BELOW:

1. Union Initiation Fees in the amount of \$ _____

2. Union Back Dues in the amount of \$ _____

3. Union Dues \$ _____ per month, commencing _____, 20__

4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

Clock No. _____

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the USW, Local No. _____ and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

Signature of Applicant-Employee

APPENDIX B

Wage Rates and Adjustments:

Classifications	July 1, 2019	November 1, 2020	November 1, 2021
Multi-Service Worker (Food Service and Housekeeping)	15.92	17.45	17.80

Lump Sum Payment: All active employees at the time of ratification, shall be paid a Lump Sum Payment of \$250.00 minus statutory deductions.

Lead Hand - \$1.00 per hour in addition to rate of pay

Probationary Employees' Rate of Pay:

All staff hired after date of ratification will be paid \$1.25 per hour less than the prevailing rate during the probationary period.