

# COMPREHENSIVE REPORT

*to the membership of the*  
**Hospital Employees' Union**  
*on the tentative agreement*  
*reached between the*

**Hospital Employees' Union**

– AND –

**Aramark Canada Limited**

Oct. 1, 2013







HOSPITAL EMPLOYEES' UNION

# BACKGROUND

## Tentative agreement includes significant benefit improvements, modest wage increases and more rights

*Comprehensive report for HEU members employed by ARAMARK in Vancouver Coastal and Fraser health authorities.*

After nearly one year of negotiations and the assistance of expert mediator Vince Ready, the Hospital Employees' Union has reached a tentative agreement with Aramark that provides significant new benefits and modest wage improvements while addressing members' priorities in the area of workplace rights.

The agreement, which is being recommended by the bargaining committee, addresses many member priorities and was reached despite a difficult negotiating climate.

"With a strong strike mandate, your bargaining committee secured major improvements to benefits and a modest wage increase at a challenging time for health care in our province," says HEU secretary-business manager Bonnie Pearson.

In particular, member support helped the committee secure retroactive pay, major dental and the removal of the medication benefits maximum.

These gains were made despite the revised provincial government budget that will force health authorities to make huge cuts to health services and is putting pressure on every part of the system including in its commercial contracts with Aramark and other multinationals now active in B.C.'s health care system.

### Main points

- Four-year agreement (October 1, 2012 to September 30, 2016)
- Wage increases for most workers including 20 cents an hour retroactive to October 1, 2012
- Lifetime maximum for medications is removed.
- Major dental coverage added effective Jan. 1, 2014.
- Orthodontic coverage added effective Sept. 1, 2016.
- Extended medical, paramedical treatments and other existing benefits will be increased.
- Stronger language formally prohibiting verbal, visual or physical harassment.
- HEU's Aramark bargaining committee recommends members vote in favour of the agreement.



“Improvements to our members’ quality of life and work experience will also benefit patient care,” says Pearson. “Our members are on the front line in the fight against hospital superbugs, so the more employers do to retain and invest in those workers, the better the outcome for health care.”

The tentative agreement with Aramark is the result of 12 months of bargaining that included close coordination with the Sodexo and Compass-Marquise bargaining tables.

**Term**

The proposed term of the agreement is four (4) years from October 1, 2012 to September 30, 2016. See page six for details.

The bargaining committee decided that agreeing to a four-year term would provide some employment security and there is very little likelihood we would make additional gains with a two- or three-year deal, given the government’s stated actions to provide no additional funding to health authorities.

**Wages**

Every employee will receive an across the board general wage increase of one dollar during the four year term. See page 27 for details.

Retroactive wages will be paid to employees on payroll at the time of ratification – October 30, 2013.

**Wage Schedule**

Position	Oct 1, 2012	Oct 1, 2013	April 1, 2014	April 1, 2015	Oct 1, 2015	April 1, 2016
Housekeeping	15.20	15.35	15.45	15.65	15.90	16.00
Lead Hand	16.25	16.40	16.50	16.70	16.95	17.05

**What’s inside?**

- **Pages 1 through 5:** Summary of major highlights.
- **Page 6 through 25:** Exact language changes to collective agreement including gains not summarized.
- **Appendix A** (page 26): Details on improvements to benefits
- **Appendix B** (page 28): An explanation of Fair PharmaCare and how it works with your prescription drug benefit.

## **Health Benefits**

Health benefits are significantly improved in this proposed contract. See pages 26 to 27 for more details.

In particular, dental benefits have been greatly enhanced with the addition of Major Dental, Accidental and Orthodontic coverage.

To partially offset these gains, dental coverage goes to 90 per cent from 100 per cent. This trade-off is well worth the additional benefits to families.

### Prescription Drug Plan

The existing drug plan coverage will be replaced with the BC PharmaCare drug plan. (See Attached Appendix B on page 28 for an explanation of Fair PharmaCare)

In addition, the drug benefit is now excluded from the \$25,000 lifetime maximum for extended health benefits.

A dispensing fee deductible will be required if the dispensing fee charged is in excess of the BC PharmaCare plan. The current dispensing fee covered by BC PharmaCare is \$9.10. A dispensing fee in excess of this amount is paid by the member.

### Other Health Care Plan Improvements

- Members will be eligible to continue all benefits to the earlier of age 70, retirement or termination of employment. (including Group Life, AD&D, Health and Dental). This is an increase from age 65.
- The current paramedical coverage is set at \$500 per person per calendar year and now includes massage in addition to all previous coverage.
- A new coverage for cancer wigs is added to the package to a maximum of \$500 per lifetime.

There are other additional benefits, effective January 1, 2014:

- Group life Insurance will increase from \$10,000 to \$30,000.
- Accidental Death and Dismemberment coverage will increase from \$25,000 to \$30,000.
- Basic dental plan coverage continues and Major dental is added to the plan.
  - The yearly maximum coverage rises to \$1,500 from \$1,000, and now includes Major dental.
  - The plan will cover 90 per cent of members costs for major and basic dental.

- Dental also includes Accidental Coverage at 100 per cent. Overall coverage of dental benefits is provided at 90 per cent.
- Dental coverage includes a recall exam every nine months (previously six months).
- On September 1, 2016 Orthodontic coverage is added to the plan at 50 per cent to a lifetime maximum of \$1,500.

### **Additional Benefit Improvements**

The bargaining committee secured a number of other benefit improvements in the tentative agreement and outlined in the attached document “Negotiated changes to the collective agreement between the Hospital Employees’ Union and ARAMARK” starting on page eight.

Some of the major improvements include:

Greater workplace respect and dignity: New language promoting a respectful worksite that formally prohibits verbal, visual or physical harassment has been added. (see page 9)

Additional workplace training: There will be extra training regarding infection and harmful materials, and new work-alone and ergonomic provisions. (see pages 17 and 25)

Overtime pay for breaks worked: Overtime pay will be applied on time for breaks that need to be rescheduled. (see page 18)

Overtime will kick in sooner: Within 45 days of ratification, overtime will be paid at one-and-a-half times regular hourly pay after 7.25 hours in a day (down from eight hours) or after 37.25 hours per week (down from 40 hours per week). (see page 18)

Boosted transportation allowance: Members conducting business on behalf of and at the request of the employer will receive an allowance of forty-two cents (\$0.42) per kilometre, plus any related parking costs. (see page 19)

A new statutory holiday: The new statutory holiday proclaimed by the provincial government, Family Day, will be added to the collective agreement list of holidays and that increases the number of statutory holiday entitlements from nine (9) to ten (10) statutory holidays per year. (see page 19)

More uniforms: A set number of uniforms are now going to be provided to each member based on their work status. For example, full-time workers will receive five (5) sets, while part-time workers will receive two (2) sets. (see page 22)

Bereavement leave improved: Currently, regular employees receive three (3) days with pay in the event of a death in the immediate family. Travel time to attend a service has frequently been raised by members as an issue not covered by the collective agreement. New language is proposed that provides for an additional two days without pay when travel is necessary. (see page 20)

Reimbursement for doctor's notes: If the employer requires an employee to prove illness and you are charged by your doctor for a note, you will now be able to claim a maximum of \$15.00. (see page 21)

## **Memorandum of Settlement**

**ARAMARK Canada Facility Services Limited**

**(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**Hospital Employees’ Union**

**(HEREINAFTER REFERRED TO AS THE “UNION”)**

1. The Parties herein agree to the terms of this Memorandum as constituting full settlement of all negotiated matters.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals. The terms of this Memorandum shall become effective once each of the parties has notified the other in writing of its ratification.
3. The parties herein agree that the terms of the Collective Agreement shall be four (4) years from October 1, 2012 to September 30, 2016. Unless otherwise stipulated the terms of the agreement become effective upon ratification.
4. The parties herein agree that the terms of the Collective Agreement shall include the articles contained in the attached document titled Appendix of Agreed Issues in addition to those articles previously signed off by both parties.
5. All matters previously agreed to remain agreed.
6. All matters previously discussed and not contained in this memorandum of settlement are considered withdrawn on a without prejudice basis.
7. The parties agree that the wage increases and benefit improvements provided for within the terms of this memorandum of settlement and ultimately incorporated into a collective agreement will be paid to employees who are on active payroll on the date of ratification of this memorandum.



Signed at Burnaby, British Columbia, this 1<sup>st</sup> day of October, 2013

For the Union

For the Employer

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## Negotiated changes to the collective agreement between the Hospital Employees' Union and ARAMARK

- Items underlined are changes to the collective agreement.
- Struck-through items are deletions from the collective agreement.
- Italicized items are comments from the bargaining committee.

*Oct. 1, 2013*

## **Preamble**

The parties agree it is their mutual intent that all employees, managers, and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with patients/residents, visitors, administrators, and non-bargaining unit employees;

Accordingly the parties share a commitment to provide the highest quality of facilities services through teamwork and innovation.

### **Respectful Workplace**

The parties will jointly encourage behaviour that reflects the principles as referred to in the preamble above and make every reasonable effort to promote respect and dignity, and discourage behaviour that constitutes workplace harassment.

The parties agree that workplace harassment, in any form, is strictly prohibited and will not be tolerated. Harassment shall be defined to include, but not be limited, to any unwelcome verbal, visual or physical conduct which denigrates or shows hostility or aversion toward an individual because of, but not limited to, an individual's gender, race, nationality, religion, age, disability, sexual orientation, or other personal characteristic protected by local, provincial or federal law and that has the purpose or effect of creating an intimidating, hostile or offensive work environment, interfering with an individual's work performance, or otherwise adversely affecting an individual's employment opportunities.

## **ARTICLE 2 – Recognition of the Union**

### **2.03 Union Check-Off**

(d) In February and August of each year, the Employer shall email to [memberupdates@heu.org](mailto:memberupdates@heu.org), a site specific list, in order of seniority, of all employees in the bargaining unit, showing their job titles, status and addresses and their telephone numbers known to the Employer.

### **2.07 Bulletin Boards**

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

At the discretion and cost of the local, a glass encased bulletin board will be placed where the present one exists.

## **2.08 Notice Of Union Representative Visits**

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work.

## **ARTICLE 6 – Regional Union/Management Committee**

*This provides a clarification of the numbers for the Fraser agreement. Note, this committee can discuss workload issues Aramark-wide.*

The parties agree to establish Union/Management committees in the Fraser Health Authority, which shall be divided into three (3) regions, as listed in Appendix #1. For each region, membership on the Union committee shall be two (2) employees and the Secretary Business Manager of the Union, or his/her representative. ARAMARK shall have equal representation on the committees.

### **6.01 Regional Union/Management Meetings (FHA)**

The parties agree to conduct Regional Union/Management meetings three (3) times per calendar year. Meetings may occur more frequently in the event there are urgent matters that need to be addressed. In all cases the requesting party shall make every effort to advise the other in writing a minimum of fifteen (15) working days in advance that they are convening a meeting and provide an agenda with a description of the matters to be addressed.

Regional Union/Management meetings will be conducted for the purpose of discussing issues that impact employees at all ARAMARK Fraser Health Authority work sites. Such meetings may be used to discuss issues, including but not limited to:

- a) workload issues;
- b) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- c) correcting conditions causing misunderstandings;

For each meeting, membership for the Union shall be up to three (3) staff members from the Union accompanied by up to three (3) employees representing the regions. ARAMARK shall be entitled to have up to equal representation at the meetings.

The role of Chairperson and Secretary (minutes) for the meetings shall be shared by the Union and ARAMARK.

## ARTICLE 7 – Grievance Procedure

### 7.03

#### STEP TWO:

*Step 2 now has a time frame of 5 days to put the grievance in writing after the step 1 response.*

The grievance shall be reduced to writing within five (5) days of the Step One response, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the site Manager by one of a Shop Steward or a Union Committee member, who shall discuss the grievance.

Within seven (7) calendar days of receipt of the written grievance, the site Manager shall give his/her written reply. If the grievance is not settled at this step, then:

#### STEP THREE:

*HEU has 45 days to forward the issue to a third party for resolution subject to having that modified by mutual agreement.*

The Union/Management Committee shall endeavor to meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents.

The findings or decisions of the Employer shall be presented to the Union in writing within ten (10) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within forty five (45) days.

Grievances, such as policy grievances that are of a general nature, may also be introduced at this step.

#### Time Limits

Time limits may be altered by mutual agreement of the parties. The agreement must be given in writing and will not be unreasonably withheld.

Except where extenuating circumstances exist, if the grievance does not follow the grievance process within the prescribed time limits above and, the extension has not been agreed, the grievance will be deemed to have been abandoned without further recourse. However, the party shall not be deemed to have prejudiced its position on any future grievance.

#### **7.04 Dismissal/Suspension for Alleged Cause**

*The employer must now forward all suspension and termination letters to HEU.*

The Employer shall forward to the Union Representative, copies of all letters of dismissal and suspension within three (3) days of when the employee is provided with such letter. Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Two of the grievance procedure. If the grievance is not resolved at this step, the parties will meet within fourteen (14) days of the site Manager's response at Step Three.

#### **7.05 Industry Troubleshooter – *simply the addition of another person***

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to Chris Sullivan, Irene Holden, Vince Ready, Glenn Sigurdson, Mark Atkinson or a substitute agreed to by the parties, shall by the mutual agreement of the parties:

#### **7.06 Expedited Arbitrations**

(6) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Irene Holden, Mark Atkinson, Vince Ready, Glenn Sigurdson or a substitute agreed to by the parties.

### **ARTICLE 8.0 – Arbitration**

#### **8.01 Composition of Board – *simply the addition of other persons***

List of Arbitrators:

- |                   |                        |
|-------------------|------------------------|
| 1. Chris Sullivan | 4. Glenn Sigurdson     |
| 2. Irene Holden   | <u>5. Colin Taylor</u> |
| 3. Vince Ready    | <u>6. Judi Korbin</u>  |

## **ARTICLE 10 – Probationary Period**

### **10.01**

*The maximum probationary period that a regular employee will serve will be 3 months and probation is by hours for casuals. In addition, the employer cannot extend probationary periods with the mutual agreement of the Union.*

For Regular employees the first four hundred and thirty five (435) hours or three (3) months (whichever comes first) of continuous service with the Employer, an employee shall be a probationary employee. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

For Casual employees an employee will be considered on probation for four hundred and thirty five (435) hours worked for the Company. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation, benefit entitlement and seniority.

The probationary period set out above shall only be extended by mutual agreement of the Employer and the Employee.

## **ARTICLE 12 – Seniority**

### **12.01 – Promotion, Transfers, Demotions**

*You can transfer up to 3 times per calendar year.*

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

Employees may exercise the right to transfer up to three times per 12 calendar year.

### **12.02 – Qualifying Period**

*Employees now have 3 weeks to decide if they like the position they transferred into.*

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

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

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the first three (3) weeks of the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section. Requests during the remainder of the qualifying period may be granted if disruption is minimal.

### **12.06 Loss of Seniority**

*We have an extension of seniority rights for a layoff.*

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

(c) is absent from work by reason of layoff for longer than eighteen (18) months, or the employees' length of service, whichever is shorter;

## **ARTICLE 13 – Job Postings and Applications**

### **13.02 Information on Postings**

*Now you have the right to put in an application if you are going to be away from work.*

(d) The Employer shall also consider applications from those employees, with required seniority, which are absent from work and who have filled in an application form before such absence, stating the jobs they will be interested in applying for should a vacancy or new job occur during their absence. The Employee must be willing to go into the position within thirty (30) days of the posting except for reasons covered by the human rights act (example Maternity Leave)

### **13.05 Transfers between Worksites**

*We were successful in improving voluntary transfer rights.*

(d) Employees who wish to transfer to another worksite without an open position being available at the receiving worksite should notify their supervisor and manager. If there is no vacancy at the receiving site the employee will be placed at the bottom casual



seniority list and vacate their current position. Total accumulated seniority hours will only be considered for vacation purposes

For the purpose of this article, article 12.02 does not apply in respect of the movement of one worksite to another.

When the employee is successful in obtaining a regular position and has completed the qualifying period at the new worksite all seniority and entitlements will be credited to the transferring employee.

## **ARTICLE 16 – Technological Change**

### **16.05**

*Changes improve rights of employees.*

(b) In the event that the Employer is accepted for any commercial contract with any health authority in BC, the Employer will consider former employees of that location who have been laid off due to the change, for future employment.

## **ARTICLE 17 – Reduction of Workforce**

### **17.01 Role of Seniority in Layoff**

*This outlines a major improvement in the deletion of how much time had to be lost before members have bumping rights.*

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

A permanent reduction of a regular employee's scheduled hours of work per week shall be considered a permanent layoff.

### **17.02 Temporary Layoff/Reduction in Hours**

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

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

### **17.03 Permanent Layoff/Reduction in Hours**

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

## **ARTICLE 18 – Training**

### **18.02 Paid Training**

*If members feel they need more training, the employer must consider the request.*

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

When an employee is assigned to an area where they have not previously worked, an orientation to that area will be provided. Where the employee's skill levels are not transferable to the new area, appropriate training will be provided.

### **18.04 Partial Paid and Unpaid Training**

*There is an enhanced requirement for inservices and what they include.*

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

In-service training will include definitions of commonly encountered infectious processes, as well as precautions (standards, contact, airborne, blood borne, cytotoxin) to be observed, personal protective equipment (PPE) and cleaning, and handling procedures concerning patient/resident care, patient/resident environment and patient/resident belongings and articles of use.

## **ARTICLE 19 – Scheduling Provisions**

*Schedules will be now posted for four weeks, 14 days in advance.*

### **19.01 (a)**

(i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date for a period of four (4) weeks.

(ii) The Employer will give advance notice of changes to schedules except in cases of emergency, circumstances beyond the Employer's control, or where the employee has agreed to the change.

## **ARTICLE 20 – Hours of Work**

### **20.03 Rest and Meal Periods**

*Members have the right to overtime pay for work done, if they are required to work through a break.*

(c) If, due to extenuating circumstances documented and approved in advance by the manager, an employee is required to work through one of the above mentioned breaks without it being re-scheduled, the employee will be paid the overtime rate for the break.

## **ARTICLE 21 - Overtime**

*A major breakthrough for overtime pay was achieved, providing pay for every minute after 7.25 hours in a day and 37.25 hours in a week.*

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

1. One and one-half times (1-1/2x) the employee's regular hourly rate for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.

Within 45 days of ratification - One and one-half times (1 1/2x) the employee's regular hourly rate for the first four (4) hours in excess of seven point two five (7.25) hours per day or thirty-seven point two five (37.25) hours per week, and double time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.

## **ARTICLE 22 - Call Back To Work**

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

These employees shall receive a transportation allowance of forty-two cents (\$0.42) per kilometer from the employee's home to the worksite and return, plus parking costs, if any. Alternatively, the Employer may arrange for transportation for the employee, at the Employer's cost.

## **ARTICLE 25 - Transportation Allowance**

**25.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-two cents (\$0.42) per kilometer, plus any related parking costs.

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

## **ARTICLE 26 – Statutory Holidays**

*Family Day is now guaranteed.*

**26.01** Employees who have worked at least fifteen (15) of the last thirty (30) days employment with the Company will be entitled to nine (9) Statutory Holidays. Effective **February 2013 ten (10) paid** Statutory Holidays, and such other holidays as may be in the future proclaimed by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Thanksgiving Day	Good Friday
Remembrance Day	B.C. Day
Victoria Day	Christmas Day
Canada Day	<u>Family Day</u>

The Employer agrees to make every effort to schedule public holidays or equivalent days off as additions to the employee's two (2) regularly scheduled days off per week for employees so requesting. Such days will be taken at a mutually agreed-to time between the Employer and employee. If it is not possible to schedule public holidays or equivalent days within thirty (30) calendar days, the monies for the holiday shall be paid out.

## **ARTICLE 27 - Vacation Entitlement**

*Language has been rewritten in this section for clarity.*

**27.02** The vacation year shall be from July 1 to June 30 inclusive. Vacation entitlement shall be computed as of July 1 each year.

**27.03** The Employer shall post, no later than March 1st of each year, a list on which the employees will indicate their choice of vacations. Employees shall have until April 15th to indicate their choice of vacation. The approved vacation list shall be posted no later than the 31st of May.

27.04 Vacation pay shall be distributed on the last pay day immediately prior to the employee's vacation period

27.05 Vacation once posted shall not be changed unless, by mutual agreement between the employee and the employer.

**27.06 Vacation Non-Accumulative**

*Vacation not taken can be paid out.*

Vacation earned in any vacation year is to be taken in the following vacation year. Employees who fail to schedule their vacation by March 31 of the year it was to be taken may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

**ARTICLE 28 – Bereavement Leave**

*Members are entitled to two days, unpaid leave for travel.*

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward.

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

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

An additional two (2) consecutive days without pay may be granted to employees who are required to travel in order to attend a funeral.

**ARTICLE 29 - Sick Leave, W.C.B, Return to Work**

*Medical notes will be paid to a limit.*

**29.01** Eligible employees will be entitled to ten (10) days sick leave per year as outlined in the Employee Benefit Booklet, which is set out in Appendix 2, attached to and

forming part of this Collective Agreement. ~~The Employer will adjust the Benefit Booklet to reflect the Collective Agreement as of April 28, 2009.~~

**29.02** Sick leave with pay is only payable because of sickness of the employee and employees who are absent from duty because of sickness may be required to prove sickness. In the event the employee is required to have the employer's medical documentation completed, the employer will reimburse up to \$15.00 of the cost. Costs in excess of \$15 may be reimbursed on a case by case basis.

## **ARTICLE 32 – Leave-Unpaid**

### **32.03 Unpaid Leave - Affecting Seniority and Benefits**

*Benefits will be covered for illness up to 20 days per occurrence.*

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

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

Except for parental leave, sick leave of up to 20 days per occurrence, or approved WorkSafeBC lost time claim, if an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate either seniority or benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave. Seniority will begin to accumulate upon his/her return to work. Benefits will apply in accordance with the benefit provisions of the Agreement.

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

## **ARTICLE 34 – Family Responsibility, Compassionate Care Leave**

*Extra leave is now available for members.*

(a) Employees shall be entitled to Family Responsibility Leave and Compassionate Care benefits as outlined in the Employment Standards and Employment Insurance Acts.

## **ARTICLE 36 – Work Clothing and Employer Property**

### **36.01 Uniforms**

*A set number of uniforms are now going to be provided to each member.*

- (a) Uniforms will be supplied as follows:
  - i. Full time employees will be provided five (5) sets
  - ii. Part time and Casual employees will be provided two (2) sets. If a Part time or Casual employee works an average of 5 days a week in the previous 3 months they will be provided with an additional set of uniforms.
  
- (b) Where the employer provides day use lockers, employees are expected to maintain the lockers in terms of sanitation and cleanliness. The company is not responsible for items lost, stolen or damaged.

## **ARTICLE 37 – Pay Days**

*Clarity for statements has been agreed to.*

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

- (a) The statements given to employees shall include the statutory holidays paid, differentials paid, vacation hours accumulated and paid, sick hours accumulated and paid, overtime paid, the listing of all adjustments including overtime, and an itemization of all deductions.

## **ARTICLE 38 – Vaccination, Inoculation and Criminal Record Check**

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



### **38.01 Vaccination and Inoculation**

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

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

### **38.03 Criminal Record Check**

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

## **ARTICLE 39 – Occupational Health and Safety, Training and Orientation**

*Major enhancements and rights are now enshrined in the Collective Agreement along with being part of Legislation.*

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

**39.01** The parties agree that a Joint Occupational Health and Safety Committee will be established.

The Committee shall govern itself in accordance with the provisions of the Health and Safety Regulations and pursuant to the *Workers' Compensation Act*.

The Committee shall have representation with each party appointing its own representatives and one co-chair being appointed from each party.

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

**39.03** Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the *Workers Compensation Act* and Regulations.

**39.04** The Occupational Health and Safety Committee may use the resources of the WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities.

The Committee's role in the workplace includes:

- to promote safe work practices
- to assist in creating a safe and healthy workplace
- to review procedures and recommend actions which will improve the effectiveness of the occupational health and safety program and
- to promote compliance with WorkSafeBC Regulation.

The Employer will also make readily available information, manuals and procedures for these purposes.

**39.05** Joint Health and Safety Committee

(a) The Committee shall notify the Union when a worker representative has resigned in writing from the Committee and requires replacement.

(b) The union shall elect or appoint worker representatives to the committee within thirty (30) days of notification in (a) above, and advise the employer in writing of the names of the worker representatives.

(c) The Committee shall determine the date of regular monthly meetings as outlined in the Committee's terms of reference. Such dates will be determined jointly by the Committee.

(d) After each joint committee meeting the committee must prepare minutes of the meeting, provide a copy to the employer and the union. Within fourteen (14) days of the meeting the minutes are to be posted at the worksite. Clerical assistance if required for the minutes is to be supplied by the Employer.

**39.06** (a) **Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee that has occurred since the last meeting of the Committee. Accidents will be investigated by the employer as soon as possible upon notification, and when reasonable, one (1) representative of the Union. In the event of a fatality, the Employer shall immediately notify the Union Representative and the Bargaining Unit Chairperson.

**(b) Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

**(c) Ergonomics**

The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments.

**39.07 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Proof of reasonable out-of-pocket expenses described in this paragraph must be provided with a written receipt. Payment for any such expenses reimbursed to the employee by WorkSafeBC must be remitted by the employee to the Company.

**ARTICLE 45 – Casual Entitlement and Call In Procedure**

*Extra rights for casuals have been agreed to.*

**45.08** Where an employee has indicated their availability to work at other worksites within their region, they will be placed on a seniority list for that region.

Casual employees will have a home location where they will accrue their seniority for all hours worked irrespective of which site they worked at within the region:

- i) The home location will have priority for casual call in.
- ii) Secondary priority will be given to alternative worksites within their region
- iii) Alternative worksite availability must be identified by the employee on their availability form.

## APPENDIX A Benefits

Changes to the Health and Welfare plan are effective January 1, 2014 with the possible exception of the BC Pharmacare 40, which will be effective January 1, 2014 or as soon as possible with exception of Orthodontics, see below.

**Health and Welfare will be modified to incorporate the following:**

### **Health and Welfare Plan**

Coverage for all Benefits ceases at age 65, if the employee is on WCB and has maintained their coverage in accordance with the plan documents. First year benefits continuation is at cost share and if still on WCB after the first year the employee pays 100 per cent of the cost of the benefits up until age 65 or up until they no longer qualify for benefits.

Otherwise benefits are effective up until age 70;

Life and AD&D

\$30,000 mandatory coverage;

Introduce a dispensing fee deductible in accordance with the BC Pharmacare plan;

Extended Health Care, \$25,000 lifetime maximum not including medications

Add Hearing aids \$300 per four years

Paramedical coverage including:

Massage therapy, cancer wig \$500 lifetime,

Annual deductible; combined Paramedical coverage capped at a maximum \$500 per year.

Dental Plan:

Basic preventative coverage and Major Dental; no deductible, 90 per cent coverage under the current fee guide; \$1,500 maximum per person per year.

Accidental coverage 100 per cent

Recall exam every 9 months

September 1, 2016 Orthodontic lifetime maximum \$1500 at 50 per cent reimbursement

## Wage Schedule

Position	Oct 1, 2012	Oct 1, 2013	April 1, 2014	April 1, 2015	Oct 1, 2015	April 1, 2016
Housekeeping	15.20	15.35	15.45	15.65	15.90	16.00
Lead Hand	16.25	16.40	16.50	16.70	16.95	17.05

Increases are applicable to those employees actively employed on date of ratification.

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

Employees who have posted into a Lead Hand position will be placed in the appropriate classification above.

Employees temporarily assigned to Lead Hand responsibilities shall be paid one dollar and five cents (\$1.05) per hour more than the regular rate for all hours worked in the capacity of Lead Hand.

## **Appendix B**

### **What is the Pharmacare Tie-In?**

Your coverage for prescription drugs under the new plan will be based on the list of generic and brand name drugs included in the B.C.'s Fair PharmaCare drug formulary.

The "formulary" is a list of drugs that will be covered under the extended health plan when the changes take place on Jan. 1, 2014.

#### **What's the difference between generic drugs and brand name drugs?**

Generic drugs are basically versions of brand name drugs that have the same therapeutic value as those more expensive drugs. Not all brand name drugs have a generic alternative, but many do.

#### **Why are we changing the way our drugs are covered?**

Brand name prescription drugs are now the biggest cost in our health care system and our health benefits plan.

These drugs have become so expensive that many employers are looking for ways to reduce their extended health plan costs. In this round of bargaining the bargaining committee looked for savings that could be used to improve the overall benefits available to members.

The PharmaCare tie-in is an effective way to do this. It encourages the use of lower-cost generic drugs wherever they are available and therapeutically equal to the brand name drug.

By helping save money in this area the committee was able to increase the value of this benefit for members. For instance, the \$25,000 lifetime cap on extended health care benefits no longer applies to prescription drug coverage.

#### **Which drugs are covered?**

The generic and brand name drugs that will be covered as of Jan. 1, 2014, are those that are listed on the B.C. Fair PharmaCare Formulary.

Members who are taking a particular drug and want to know if it is covered, should contact their pharmacist or doctor well before Jan. 1, 2014 when the PharmaCare tie-in comes into effect.

Generally speaking, wherever there is a generic alternative to a brand name drug – and there is no therapeutic (medical) reason why the generic alternative cannot be taken – the generic will be covered.

Members can choose to keep taking the brand-name drug, but the drug plan will only cover the cost of the drug up to the price of the generic.

**What is a special authority?**

In some cases, a generic drug that is available may not be medically appropriate for an individual. In this situation, a doctor can send PharmaCare a “special authority” request, asking that the brand name drug be covered because there is a MEDICAL reason why the generic equivalent does not or will not work (i.e., allergy to the filler in the generic, previously tried with adverse reactions, etc.).

If the request is granted, the cost of the brand name drug WILL be covered. The most important thing to do is talk to your doctor or your pharmacist as soon as possible to make sure that members are ready for the change on Jan. 1, 2014.