

COLLECTIVE AGREEMENT

BETWEEN



**HOSPITAL EMPLOYEES' UNION
(The Union)**

and

**SAANICH SENIOR LIVING INC.
(AMICA ON THE GORGE)
(The Employer)**

August 18, 2020 to March 31, 2022

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ARTICLE 1 – PREAMBLE

1.01 Preamble

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

- a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

- d) The Employer agrees to provide equal opportunity for employment of First Nations peoples, people with disabilities, and visible minorities

1.03 Complaints Investigation

An employee who complains of harassment may refer the complaint to either one or other of the following processes:

- a) where the complaint pertains to the conduct of an employee within the HEU bargaining unit it shall be referred to Ana Mohammed or Jean Greatbach (Complaints Investigators); or,
- b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to Gwen Brodsky or Jean Greatbach (Complaints Investigators).
- c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

When a complaint is received under either a or b above, the appropriate Complaint Investigator shall:

- i. investigate the complaint;
- ii. determine the nature of the complaint; and,
- iii. make written recommendations to resolve the complaint.

1.04 Respectful Conduct in the Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A respectful workplace is characterized by:

- a) Polite behavior – defined as courteous and considerate behavior toward others.
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, or visitor contact, provided the acts are committed within the course of the employment relationship.
- e) Support – Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.
- f) Dispute Resolutions Processes – differences will be managed through dispute resolution processes, including, but not limited to Articles 1.03, 8 and 9 of this agreement.

1.05 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systematic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

1.06 Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result

of the employer's duty to accommodate and valuing other's differing styles and contributions.

1.07 Support

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to manage and or discipline its employees.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

In furtherance of the above, the Employer shall provide, at no cost to the Union, an on-site filing cabinet with lock and keys for the sole use of the Union. Upon request by a Union Officer, the Employer will provide a private place to meet with members and to make telephone calls.

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

- Article 8.04 - Grievance Procedure
- Article 8.05 - Dismissal/Suspension for Alleged Cause
- Article 18.01 - Employer's Notice of Termination

2.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

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

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of

dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel to: memberupdates@heu.org.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Twice every calendar year in January and July the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, their addresses, their personal emails, and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to: memberupdates@heu.org.

2.04 Induction

The Secretary-Treasurer shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

2.05 Shop Stewards

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

- 1) Shop Stewards may be appointed by the Union on the basis of four (4) Shop Stewards plus alternates.
- 2) The Employer is to be kept advised of all Shop Steward appointments.
- 3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- 4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- 5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

ARTICLE 3 – DEFINITIONS

Practical Nurse

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and/or holds a valid British Columbia Practical Nurse License.

Common-Law Spouse

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

This definition shall apply to the following sections of the Agreement:

- Article 30- Bereavement & Compassionate Care Leaves
- Article 31 - Special Leave
- Article 38.03 – Dental and Extended Health Care Plan
- Article 38.04 – BC Medical Services Plan

Continuous Service – Article 29.01 Vacation Entitlement

Years of employment with the Employer (not related to an employee's status).

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of health care is such that at times it is necessary for employees to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

ARTICLE 6 - LEGAL PICKET LINE

6.01 Legal Picket Line

Refusal to cross or to work behind a picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line shall be considered to be absent without pay.

ARTICLE 7 - UNION/EMPLOYER COMMITTEES

7.01 Employee Relations Committee

The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of an Employee Relations Committee.

- a) There will be an Employee Relations Committee comprised of an equal number of Employer and Union members to a maximum of three (3) appointed by each Party.
- b) The Committee shall meet for the purpose of discussion and, if possible, resolution of any matter of mutual concern. Such meetings may discuss issues related to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:
 - i. Reviewing matters, other than grievances, related to the maintenance of good relations between the parties;

- ii. Correcting conditions causing misunderstandings;
- iii. Fostering the development of work related skills and promoting work place productivity;
- iv. Dealing with matters raised by the Parties.

Matters which are the subject of a grievance will be referred to the Union/Management committee meetings for discussion and possible resolution.

- c) The Union members on the committee shall ensure any agenda items from the Union are forwarded to the Employer one week before the scheduled meeting. The Employer agenda items shall be added, and a proposed written agenda shall be distributed to Committee members by the Employer, if at all possible, at least seventy two (72) hours before the meeting.
- d) The Employer shall take and distribute minutes of the meetings.
- e) Employees who are members of the Employee Relations Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Committee.
- f) Meetings will be held quarterly or be scheduled by the Employer within fourteen (14) days of a request by any member of the Committee, unless agreed otherwise by the parties.

7.02 Union/Management Committee

a) Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

b) Union Committee

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

7.03 Union/Management Meetings

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

There will be a minimum of three meetings per year unless otherwise mutually agreed to.

Grievances of a general nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure outlined in Article 8.04.

7.04 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or his/her representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave their work without advising their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where resident care is not affected.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee in advance of the purpose of the interview in order that the employee may contact a shop steward. Employees have the right to select the shop steward they wish to represent them providing that this does not result in an undue delay of the interview.

8.02 Grievance Investigations

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

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that they have the right to representation by a Shop Steward or Union committee member of their choice. Where the Employer fails to so advise the member, any disciplinary action taken shall be rendered null and void.

No meeting shall take place between the Employer and a Union member without reasonable advance notice being given to the member.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued providing no further discipline related to the specific issue has occurred. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.04 Grievance Procedure

If an employee has a grievance, their grievance shall be settled as follows:

STEP ONE: The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO: The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by 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 supervisor

or the department head shall give their written reply unless otherwise mutually agreed. If the grievance is not settled at this step, then:

STEP THREE: The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this

Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Elaine Doyle; Kate Young; L. Lebeck; S. Moore; C. Sullivan; D.B. Johnston or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference, and,
- c) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

8.08 Expedited Arbitrations

- 1) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled as agreed to by the parties.
- 2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- 3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- 4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- 5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- 6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

- 7) The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.
- 8) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- 9) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- 10) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- 11) The expedited arbitrators, who shall act as sole arbitrators, shall be Kate Young; S. Moore; D. B. Johnson; N. Hall; K. Baigent; M. Jackson; Elaine Doyle; Chris Sullivan or an alternative suitably registered with the B.C. Labour Board, mutually agreeable to the parties.
- 12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- 13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- 14) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01 (a) Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the Secretary-Business Manager of the Union fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board

of Arbitration within the meaning of the *Labour Code* of British Columbia.

One member is to be appointed by the Committee on Labour Relations, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

- 1) J.E. Dorsey
- 2) M. Jackson
- 3) N. Hall
- 4) R. Germaine
- 5) K. Young
- 6) G. Somjen
- 7) C. Sullivan

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The decision of the said arbitrators, or any two of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

Where the arbitrator who is in line to hear a dismissal/suspension case under this clause advises the Union that their next available hearing date is more than two months away, the Union has the right to pursue the next arbitrator in the rotation, and so on, until an arbitrator becomes available who can provide an earlier hearing date.

9.01 (b) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

- 1) K. Young
- 2) J.E. Dorsey
- 3) M. Jackson
- 4) N. Hall
- 5) R. Germaine
- 6) G. Somjen
- 7) C. Sullivan

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Code* of B.C. shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 9 excepting Article 9.03.

9.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

9.03 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness.

9.05 Arbitration Board Hearings

The Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

9.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off,

suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.

10.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same prerequisites, on a proportionate basis as granted full-time employees.

10.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum on Casual Employees".

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8, Section 8.04 - Grievance Procedure. In the event that it is determined that an employee

has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 A full-time employee shall be a probationary employee for the first three (3) calendar months of service with the Employer. A part-time employee shall be a probationary employee for the first four hundred fifty (450) hours of work with the Employer. Notwithstanding the foregoing, the probationary period for a part-time employee shall not exceed five (5) months. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

11.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

11.03 Where an employee who has completed probation posts into a new position or their status changes, they shall not be required to serve another probationary period.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's

signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

12.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

12.03 Criminal Record Check

The Employer shall pay for the cost of any criminal records checks required as a condition of continued employment

ARTICLE 13 - SENIORITY

13.01 Promotion, Transfer, Demotion, Release

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

13.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Section.

13.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority

and accrued perquisites when the temporary promotion, transfer or demotion terminates.

13.04 Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive the new job rate.

13.05 Transfers

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same pay rate.

13.06 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to that job wage rate.

13.07 Re-Employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

13.08 Supervisory or Military Service

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

13.09 Seniority Lists

Seniority lists shall be posted at the Local and sent to either the Secretary-Business Manager of the Union or their designate every six (6) months, in January and July. Upon request, the Employer agrees to make available to the Union the seniority hours of any employees covered by this Agreement. Such seniority hours shall

be subject to correction for error on proper representation by the Union.

13.10 Seniority Hours

Regular employees accumulate seniority on all paid hours (excluding over-time hours) and on all scheduled hours through any unpaid leaves of absence (see Article 35.03).

Casual employees accumulate seniority on all paid hours (excluding over-time hours) to a maximum of one full time equivalent (FTE).

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS

14.01 Job Postings and Applications

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

- a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than two occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.
- b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - i. the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

- ii. the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
 - iii. the Employer has given notice of displacement to affected employees.
- c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 13.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made.
- d) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- g) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

- h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 15 - NOTICE OF NEW AND CHANGED POSITIONS

15.01

a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects it shall provide reasons for the objection in writing subject to the provisions of Article 15.02(c).

b) Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 15.02(c).

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and

wage rate shall be effective from the date of the change in job content and/or requirements.

15.02 Job Descriptions

- a) The Employer shall draw up job descriptions for all job classifications in the Bargaining Unit.
- b) New job descriptions or any revised job descriptions shall be presented in writing to the Secretary-Business Manager, or their designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days).
- c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed: (b) the job description accurately describes the types of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in related to the existing wage schedule; and (d) any qualification established for the job are relevant and reasonable.

ARTICLE 16- TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

16.01 Preamble

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

16.02 Definition of Displacement

Any employee shall be considered displaced by technological change when their services shall no longer be required as a result

of a change in plant or equipment, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

16.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 16.02.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one (1) month to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

16.04 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability within thirty-one (31) days of displacement notice.

If an employee who transfers to a job under this clause opts out during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

16.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees.

However, when necessary to reduce staff, it shall be done as outlined in Article 13.01 and Article 17.

16.06 Job Training

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- 1) for planning and implementing training programs for those employees affected by technological change;
- 2) for planning and implementing training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- 3) for planning and implementing training programs for those employees affected by new methods of operation;
- 4) for planning and implementing training programs in the area of general and specialized skill upgrading and maintenance.
- 5) Current employees shall be given priority for training programs.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

17.02 The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- a) less than five (5) years' of employment- thirty-one (31) calendar days;

b) five (5) years' of employment or more - one (1) additional week per year up to a maximum of eight (8) weeks.

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

17.04 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of seniority. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 16.04 of this Agreement.

17.05 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

17.06 An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct current information could jeopardize the employee's right to recall.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.01 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees notice in writing or normal pay for that period in lieu of

notice as per Article 17.02 where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

18.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

- employees entitled to eight percent (8%) shall be paid six percent (6%);
- employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

18.03 Employment Abandoned

Any employee who fails to report for work and does not notify their supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01

- a) i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post

these at least fourteen (14) calendar days in advance for a period of four weeks of their effective date.

The schedule will therefore be posted by the 15th of the month for the following month.

- (ii) If the Employer temporarily alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.

- b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one regular work shift and the commencement of the next.
- c) When it is not possible to schedule ten (10) consecutive hours off-duty between regular work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one regular work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime

rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

- g) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

20.02 Hours of Work

- a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and a half (37.5) hours per week, and the work shift shall be seven and one half (7.5) hours paid or an equivalent mutually agreed to by the Employer and the Union.
- b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- c) Employees shall not be scheduled at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. The foregoing provision may be varied by mutual agreement between the Employer and the Union.

20.03 Rest and Meal Periods

a) Rest Periods

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

Shifts of seven (7) hours or more are considered a full shift for purposes of the above.

b) Meal Periods

All employees working a shift longer than five (5) hours covered by the Collective Agreement shall receive a one-half hour meal period, no more, no less, without pay except as provided in Article 20.02 (b). The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

20.04 Part-Time Employees

The Employer shall eliminate, where practicable, all part time employees.

ARTICLE 21 - OVERTIME

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

- 1) the rate of time and one-half (1-1/2) of their basic hourly rate of pay for the first three (3) hours of overtime, on either a scheduled work day or on a scheduled day off, and double time (2) thereafter.

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

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 28, the employee shall be paid overtime using the same formula as set out in Article 21.01 but at the premium statutory holiday rate for all hours worked beyond the normal hours per day of a full-time employee.

21.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 21.05 below.

21.05 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer. The Employer will make a reasonable effort to allow time off when requested by the Employee.

21.06 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following their scheduled hours of work shall receive a meal. One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- i. This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- ii. In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

21.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

21.08 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work day, shall be paid at the rate

of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

21.09 A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

21.10 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

21.11 Overtime shall be offered in order of seniority within the classification.

21.12 Where an employee works overtime, they shall be given a fifteen (15) minute break, with pay, provided the overtime work is for a minimum of two (2) hours.

ARTICLE 22 - PREMIUMS

22.01 Night and Evening Shift Premiums

Employees working the evening shall be paid a shift differential of fifty cents (\$0.50) per hour for each hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

Evening shift will be defined as any shift in which the major portion occurs between 3:00 P.M. (1500 hours) and 11:00 P.M. (2300

hours) and night shift as any shift in which the major portion occurs between 11:00 P.M. (2300 hours) and 7:00 A.M. (0700 hours).

22.02 In-Charge Premium

When the Employer requires an LPN to be in-charge, a premium of one dollar (\$1.00) per hour shall be paid. The in-charge premium shall be in addition to any shift premium.

ARTICLE 23 - CALL-BACK

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate whether or not they actually commence work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work an allowance of fifty-four cents (\$0.54) per kilometre from the employee's home to the Employer's place of business and return. The minimum allowance shall be five dollars (\$5.00).

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 25 - ON-CALL DIFFERENTIAL

25.01 Employees required to be on-call shall be paid an on-call differential of one dollar (\$1.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

25.02 Should the Employer require an employee to be accessible during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

25.03 No employee shall be required to be on-call during more than one (1) calendar week in any six (6) calendar week period, and no more than one (1) weekend in every four (4) calendar week period, unless otherwise mutually agreed.

ARTICLE 26 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

26.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

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

26.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than their rate or the supervisory rate of the person they are relieving, whichever is greater, for any and all hours assigned.

ARTICLE 27 - TRANSPORTATION ALLOWANCE

27.01 An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-four cents (\$0.54) per kilometre. Minimum allowance shall be five dollars (\$5.00).

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 Statutory Holidays

Full time employees shall be entitled to eleven (11) statutory holidays and seven point five (7.5) hours will be added for any other holidays as may be in the future proclaimed or declared by either the Provincial or Federal Governments:

Part time employees and casual employees shall be entitled to eleven (11) statutory holidays, but will receive 4.4% of regular wages on each pay cheque instead of a day off with pay and an additional 0.4% of regular wages will be added for any other holidays as may be in the future proclaimed or declared by either the Provincial or Federal Governments:

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (two (2) days per week plus a minimum of eleven (11) statutory holidays).

Employees shall have the option of working up to two statutory holidays in exchange for up to two paid days off to observe as religious/cultural holidays, provided the employee gives notice by January 31st of the year in which the holidays occur. Such exchanges shall be at no increased cost to the Employer.

28.02 Employees who are required to work on a statutory holiday shall be paid at the rate of time and one half (1.5x). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

28.03 Sick Leave on Stat

When an employee has been on Sick Leave that is inclusive of one or more working days prior to a facility scheduled statutory holiday and one or more working days following such facility scheduled statutory holiday, then the facility scheduled statutory holiday shall become a day to which Sick Leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

28.04 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 28, the employee shall be paid overtime using the same formula as set out in Article 21.01 but at the premium statutory holiday rate for all hours worked beyond the normal hours per day of a full-time employee.

28.05 Every effort will be made to schedule such public holidays or their equivalent days, 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.

28.06 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

28.07 All employees scheduled to work on any of the statutory holidays as listed in Article 28 shall not have their normal hours of work reduced.

ARTICLE 29 - VACATIONS

29.01 Vacation Entitlement

The vacation earning/accrual year shall be from July 1st to June 30th each year, and the vacation year shall be January 1st to December 31st.

All employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

- a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service – 10 work days vacation (regular employees shall be entitled to a vacation period of 10 work days, equivalent to 4% of accrual year hours, excluding over-time)

2 year's continuous service – 10 work days vacation (regular employees shall be entitled to a vacation period of 10 work days, equivalent to 4% of accrual year hours, excluding over-time)

3 year's continuous service – 12 work days vacation (regular employees shall be entitled to a vacation period of 12 work days, equivalent to 4.8% of accrual year hours, excluding over-time)

4 year's continuous service – 13 work days vacation (regular employees shall be entitled to a vacation period of 13 work days, equivalent to 5.2% of accrual year hours, excluding over-time)

5 year's continuous service – 15 work days vacation (regular employees shall be entitled to a vacation period of 15 work days, equivalent to 6% of accrual year hours, excluding over-time)

10 year's continuous service – 20 work days vacation (regular employees shall be entitled to a vacation period of 20 work days, equivalent to 8% of accrual year hours, excluding over-time)

29.02 Vacation Period

Vacation time earned up to July 1st as indicated in Article 29.01 shall be granted to employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

29.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided subject to the approval of the Employer except where the period requested would be detrimental to the operation of a department. At least one block of vacation shall be at least five (5) days in duration.

The choice of vacation periods shall be granted to regular employees on the basis of seniority with the employer. The Employer shall not deny any requested vacation period unreasonably, subject to operational requirements.

29.04 Vacation Scheduling

- a) Employees shall submit their vacation requests in writing for the months of January, February, March and April by November 1st of the previous year. All vacation requests made by November 1st shall be returned to employees by December 1st.

Requests received after November 1st (for the months of January to April) shall be approved on the first come first served basis, subject to operational requirements. These requests shall be returned to the employees within two (2) weeks of the requests.

- b) Employees shall submit their vacation requests for the months of May to December by February 15th of each year. All vacation requests made by February 15th shall be returned to employees by March 15th.

Requests received after February 15th (for the months of May to December) shall be approved on a first come, first serve basis, subject to operational requirements. These requests shall be returned to the employees within two (2) weeks of the request.

All vacation request approvals or denials shall be in writing.

The approved vacation schedule shall be posted.

- c) If by November 1st, an employee has not submitted their vacation request(s) for the year or indicated carry over as per Article 29.05, the Employer shall have the right to assign the employee's vacation balance not yet scheduled.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted.

29.05 Vacation Carry Over

Full time employees shall be permitted to carry over a maximum of forty (40) hours vacation from one vacation year to the next.

Part-time employees shall be permitted to carry over a maximum of twenty one (21) hours vacation from one vacation year to the next.

29.06 Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 29.01.

29.07 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 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.

29.08 Call Back From Vacation

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

29.09 Superior Entitlements

No employee receiving a vacation entitlement superior to the Collective Agreement entitlements found in Article 29.01 shall incur a reduction in those entitlements. Any superior vacation entitlements shall be frozen until the Collective Agreement entitlements meet or exceed such.

ARTICLE 30 – BEREAVEMENT & COMPASSIONATE CARE LEAVES

30.01 BEREAVEMENT LEAVE

Bereavement leave of absence of two (2) 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, brother/sister-in-law, daughter/son-in-law, grandparent, grandchild, legal guardian, ward and a relative permanently residing in the employee's household or with whom the employee permanently resides.

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.

30.02 COMPASSIONATE CARE LEAVE

- 1) Family member for this clause means:
 - a) A member of an employee's immediate family, as defined in *The Employment Insurance Act*
- 2) An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:
 - a) The date the certificate is issued, or

- b) If the leave began before the date of the certificate is issued, the date the leave began.
- 3) The employee must give the employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs;
 - a) The family member dies;
 - b) The expiration of 26 weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

Employees may reference the *Employment Insurance Act* or Service Canada websites for more information.

ARTICLE 31 - SPECIAL LEAVE

Regular employees are entitled to special leave with pay as follows:

- 1) Personal Leave - one (1) work day per calendar year

ARTICLE 32 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

32.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the

event E.I. premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

32.02 Effective April 1, 2020, employees' shall be entitled to six (6) days of paid sick leave per year, accrued at a rate of one-half day per month. Sick leave credits shall be cumulative year to year, to a maximum sick leave bank of one hundred and twenty (120) hours.

Regular employees as at date of ratification shall have their sick leave balances up to April 1, 2020 maintained.

32.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return. The Employer shall reimburse employees for any costs incurred up to a maximum of \$40.00 per note, if required by the Employer to prove sickness.

32.04 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

32.05 An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted. An employee shall give a minimum of five (5) days notice to the Employer where an appointment cannot be scheduled outside of their working hours.

32.06 Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request, provided that the request is reasonable. The employer's decision for further leave of absence without pay shall be in writing. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work.

Where an employee is off on unpaid sick leave, a temporary posting may continue to a date of 18 months from that employee's last day worked. If the 18 months as noted is reached and the employee is still off on unpaid sick leave, the position shall be posted as a regular position.

Upon return to work following recovery, an employee that was off less than 18 months shall continue in their former job, an employee who was off longer than 18 months shall have the right to exercise their seniority rights, if necessary, as per Article 16.04 – Bumping, of the Collective Agreement.

32.07 The Employer shall inform employees of the number of sick leave credits available through the ADP website or an equivalent.

32.08 WCB/Injury-On-Duty Leave with Pay

- a) Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.
- b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- c) While a regular employee is in receipt of WCB wage loss benefits, all benefits of the Collective Agreement shall continue to accrue. In addition, benefits provided for in Articles 38 shall continue to apply as if the employee is at work.

ARTICLE 33 - EDUCATIONAL LEAVE

33.01 Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

33.02

a) The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages for actual hours (except for b) below) attended or a minimum of two hours, whichever is greater.

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

b) The mandatory on-line training (amica.litmos.com) hours shall be paid at straight time wage rates and shall be paid based on the predetermined average time it takes to complete the modules.

33.03 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of senior health care subject to the following provisions:

a) The employee shall give the longest possible advance notice in writing, but in any event no less than 30 days' notice for an unpaid leave of absence less than four (4) calendar months. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request, but in any event no less than 90 days' notice.

- b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 34 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits to a maximum ten (10) days. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 35 - LEAVE - UNPAID

35.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

35.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's

business can be found. Notice of the Employer's decision shall be in writing.

35.03 Unpaid Leave - Affecting Seniority and Benefit

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any calendar year shall continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any calendar year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

35.04 Unpaid Leave – Union Business

- a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of fourteen (14) days' notice.
- b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during

such leave and shall apply to such provisions as annual vacations, increments and promotions.

- c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- d) The foregoing provisions shall not limit the provisions of Articles 8.01, 8.02, 8.03, 9.04, 9.05, 12.01, 12.02, and 49.01.
- e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved within sixty (60) days of billing. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- f)
 - (i) Provided not less than fourteen (14) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than fourteen (14) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

35.05 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 36 – MATERNITY, PARENTAL AND ADOPTION LEAVE

36.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Leave of absence for maternity (pregnancy) may be taken for a period of seventeen (17) weeks. Seniority and continuous service will continue to accumulate during the full period of maternity leave, parental leave and/or adoption leave. The Employer shall maintain the employee's coverage in place at the commencement

of the leave for Dental, Extended Health Care, Group Life, Long Term Disability, and the Short-Term Illness Insurance Plan during maternity, parental and adoption leave provided the employee maintains their share of the costs of the plan(s), if any.

Article 29-Vacation entitlements shall continue to accrue while an employee is on leave pursuant to Articles 36.01 36.02 and 36.03. Vacation earned pursuant to the Article may be carried over to the following year notwithstanding Article 29.05.

Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the maternity, parental or adoption leave of absence without pay.

36.02 Parental Leave

- 1) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks, of which two (2) weeks of this leave is a waiting period as per Employment Insurance Act.
- 2) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- 3) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- 4) Leave taken under this clause shall commence:

In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 36.01 or following the adoption pursuant to Article 36.03, and shall be up to sixty-one (61) consecutive weeks.

36.03 Adoption Leave

Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) weeks, of which two (2) weeks of this leave is a waiting period as per Employment Insurance Act, following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

36.04 Maximum Combined Leave

An employee's combined entitlement to leave as per Articles 36.01, 36.02 and 36.03 shall not exceed seventy-eight (78) weeks.

36.05 All leaves in this Article shall be in accordance with the British Columbia Employment Standards Act.

ARTICLE 37 – SEXUAL AND DOMESTIC VIOLENCE LEAVE

The Employer shall grant a request for an unpaid leave to a maximum of seventeen (17) weeks if the reason is in relation to domestic or sexual violence as defined and described in the Employment Standards Act of British Columbia.

In the event that present or future legislation enacts provisions with a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision shall prevail.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.01.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

ARTICLE 38 - HEALTH AND WELFARE PLANS

38.01 Eligibility

Coverage under the provisions of these plans shall apply to regular full-time and regular part-time employees who are scheduled to work an average of twenty five (25) hours or more per week.

Coverage for a newly eligible employee under these plans shall commence on the first day of the month following the month in which the employee successfully completes their qualifying period.

Newly eligible employees shall be covered under the tier #1 (identified as Group (policy No.165440; Plan Document 59315; Benefit Class 116) for the first twelve months following enrollment in the plans. After 12 months in Benefit Class 116 they shall be enrolled/transferred into the tier #2 (identified as Group Policy No's165440 and No.165441 Plan Document 59315; Benefit Class 117.

A summary of benefits under the tier #1 (Benefit Class 116) and tier #2 (Benefit Class 117) plans can be found at Appendix B.

38.02 Premiums

- a) The Employer shall pay one hundred percent (100%) of the premiums for tier #1 (Benefit Class 116) benefit plans.
- b) The Employer shall pay one hundred percent (100%) of the premiums for tier #2 (Benefit Class 117) benefit plans, except for the Long Term Disability Plan (LTD).
- c) The employee shall pay one hundred percent (100%) of the premiums for the LTD Plan.
- d) Any optional life insurance or accidental death and dismemberment shall be paid by the employee as per the Plan.

38.03 Coverage

- a) A summary of benefits under tier #1 (Benefit Class 116) and tier #2 (Benefit Class 117) can be found at Appendix B. Details of the Plans can be found in the Benefits Booklets.
- b) Eligible employees, spouses and dependents shall be covered under the Dental Plan and Extended Health Care Plan.
- c) During the term of this Agreement the Employer shall continue with the current insurance carrier to provide eligible employees with coverage as set out in tier #1 (Benefit Class 116) and tier #2 (Benefit Class 117) and as described above and summarized in Appendix B.
- d) Dependents enrolled in vocational training programs, apprenticeship programs, or university or college programs on a full time basis shall be entitled to coverage under the health care plans until the age of 25.

38.04 B.C. Medical Services Plan

Eligible employees, spouses and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

38.05 Long Term Disability Plan

The plan shall be mandatory and shall cover eligible employees.

38.06 Group Life Insurance Plan

The Plan shall include provision for employees to apply for an individual conversion life insurance policy with Canada Life within thirty one (31) days of the group coverage ending. Employees are required to contact the Employer's benefit broker, NFP, for rates. Any cost is the responsibility of the employee.

ARTICLE 39 – REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

1. All regular employees, as at two (2) years of employment, shall have the option of enrolling in the RRSP plan. Participation in the plan is voluntary. The employee must exercise the option within ninety days of becoming eligible (at 2 years employment) or as per section 3 below.
2. Employee contributions to the Plan through payroll deduction may be voluntarily made at one (1) of the following levels:
 - 1% of regular earnings; or
 - 2% of regular earnings
3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
4. The Employer shall match the employees' contributions.
5. The Employer will administer the Plan.
6. The Employer will ensure that when employees become eligible, they are informed of the options available to them under this group RRSP.

Any employee enrolled in the current RRSP shall not be discontinued from participating in the Plan as above.

ARTICLE 40 - EMPLOYMENT INSURANCE COVERAGE

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Any Employment Insurance premium rebate that the employer is eligible for, applies for and receives will be directed to the eligible employees as required by Employment Insurance.

ARTICLE 41 - UNIFORM ALLOWANCE

41.01 Uniforms

The Employer shall supply and maintain employee uniforms if required to wear same. The Employer shall ensure an appropriate number of uniforms are supplied to each employee.

41.03 Shoe Allowance

The Employer shall pay a shoe allowance of up to one hundred dollars (\$100.00) per year to each employee, with provisions of receipts, to purchase shoes compliant with the uniform policy. The Employer shall ensure reimbursement within thirty (30) days of the receipt being submitted.

ARTICLE 42 - PAY DAYS

- a) Employees shall be paid by direct deposit every second Friday.
- b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions. The Employer shall continue to provide itemization of some deductions (sick leave and vacation balances, etc.) through the ADP website or an equivalent.
- c) Where a payroll error is identified by an employee and the money owed to the employee is greater than \$80.00, the Employer (if the employee so requests) shall correct the error and provide the money owed by direct deposit as soon as reasonably possible. If the money owed is less than \$80.00 or was because the employee failed to clock in and out properly, the pay shall be added to the next pay period.

ARTICLE 43 - BADGES AND INSIGNIA

Employees shall be permitted to wear Union pins or Shop Steward badges.

ARTICLE 44 - BULLETIN BOARDS

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Union business only.

ARTICLE 45 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer when the Secretary-Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 46 - UNION ADVISED OF CHANGES

The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 47 - EMPLOYER PROPERTY

47.01 Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

47.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

47.03 Where an employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

47.04 The Employer currently supplying tools to employees shall continue to supply tools to employees. The Employer shall supply tools to employees upon the requirement of the Employer that the employees provide tools calibrated to the metric scale. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 48 - VACCINATION AND INOCULATION

48.01 An employee cannot refuse, without sufficient grounds or a physicians note indicating an alternative is not available, to take medical or X-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

48.02 The Employer agrees to take all reasonable safety precautions to deal with the threat of communicable diseases, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

ARTICLE 49 - OCCUPATIONAL HEALTH AND SAFETY

49.01 Occupational Health and Safety Committee

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.

- a) 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 Industrial Health

and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

- b) 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. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to Article 8 - Grievance Procedure.
- d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge

and compliance with the Industrial Health and Safety Regulations by all staff.

- e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- g) Union Health and Safety representatives shall have the right to participate in the monitoring of the safety of the workplace and to accompany Government Inspectors on inspection tours. The Employer shall notify the Union of any and all scheduled visits by Government Health and Safety Inspectors and shall make the necessary arrangements in the workforce to ensure the presence of Union Health and Safety representatives.

49.02 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employees. In-services and/or instruction in caring for aggressive residents and on how to respond to a resident's aggressive behaviour will be provided by the Employer. The Employer will make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such resident.

49.03 Health and Safety Representatives

The Employer agrees to the operation of a Health and Safety system, for the purpose of performing health and safety investigation. The system shall be governed in the following manner:

- 1) Health and Safety representatives may be appointed by the Union on the basis of two (2) representatives plus alternates.
- 2) Health and Safety representatives shall have the right to conduct health and safety investigations without loss of pay.
- 3) For all other purposes, Health and Safety representatives shall be treated in the same fashion as Shop Stewards.

49.04 In-Service

The Employer agrees to provide all employees with periodic in-service training on O.H. & S. matters, topics may include work injuries and proper body mechanics.

49.05 Prevention of Workload Problems

- a) The Employer agrees that its ongoing hiring practices shall remain sufficient to maintain adequate staffing levels.
- b) The Employer agrees to establish written contingency plans for each department, readily accessible to all staff, setting out those parts of the regular work routine that can be dropped or postponed safely when staff shortages occur.

49.06 Training and Orientation

- a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.
- b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

49.07 Right to Refuse Unsafe Work

No employee shall be directed to work in an area or under conditions which may jeopardize their health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments including unassisted heavy lifting duties.

49.08 Employees' Right-To-Know

- a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).
- b) The Employer agrees to comply fully with WHMIS regulations.

49.09 Violence in the Workplace

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or the Labour Management Committee.

49.10 Respectful Workplace

Both the Employer and the employees' are committed to maintain a respectful work environment in accordance with the published program. The Employer will design and post a poster with language that reflects this commitment.

49.11 Working Alone or in Isolation

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outline in the Work safe Regulations. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

49.12 Transportation

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the

employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

49.13 Critical Incident Stress Defusing

In the event of a critical incident within the workplace the employer will make every effort to provide appropriate stress diffusing services available.

49.14 Protective Clothing and Equipment

- a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, footwear, and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots, and shoes.
- b) All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, equipment, and footwear shall comply with applicable Workers' Compensation Board regulations concerning same.

ARTICLE 50 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work presently performed by employees covered by this agreement. Where bargaining unit employees are not available, the Employer may contract out bargaining unit work for a period not to exceed seven and one-half hours, except where residents' health and safety may be put at risk.

ARTICLE 51 - VOLUNTEERS

It is agreed that Volunteers may have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of

Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 52 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the Parties.

The Agreement shall be printed in a Union shop and bear a recognized Union label.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 53 – VARIATIONS

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

ARTICLE 54 – BINDING TRIBUNAL

At the option of the Union, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by a Board of Arbitration within the meaning of the *Labour Code* of the Province of British Columbia, or its successor act, by the Union giving written notice to the Employer and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one by the Union and a third, who shall be the Chairperson of the

Arbitration Board, by the two thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party.

ARTICLE 55 – SAVINGS CLAUSE

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

- a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- b) 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.
- c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

ARTICLE 56 – EFFECTIVE AND TERMINATING DATES

56.01 Effective and Terminating Dates

- i. The Agreement shall be effective from August 18, 2020 and shall remain in force and be binding upon the parties until March 31, 2022 and from year to year thereafter unless terminated by either party on written notice served during the month of December 2021 or thereafter.
- ii. If a notice is not given under subsection (i) by either party ninety (90) days or more before the expiry of the agreement, both are deemed to have given notice ninety (90) days before the expiry.
- iii. The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer

shall remain in force and effect until a new collective agreement comes into effect.

56.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from ratification date unless otherwise specified in this Collective Agreement.

56.03 Retroactivity

Employees shall be paid full retroactivity of the increase in wages retroactive to the effective date set out in the wage schedule.

Employees who sever employment subsequent to the effective date set out in the wage schedule shall be paid full retroactivity of the general increase in wages to the extent they were on staff. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

56.04 It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Code* of British Columbia is excluded from this Agreement.

ARTICLE 57 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

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

57.03 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the

term of the Agreement, from the date set out in the Wage Schedule.

ARTICLE 58 - TOOLS AND EQUIPMENT

The Employer, where currently supplying tools to employees, shall continue to supply tools to employees. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen, while being used in the work of the Employer, with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 59 – INDEMNITY

The Employer will:

- a) Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- b) Assume all costs, legal fees and other expenses arising from action, provided the employer has conduct of the action and proving the employee notifies the employer immediately of any pending legal action and/or investigation.

ARTICLE 60 – PROFESSIONAL RESPONSIBILITY

60.01 Employee Concerns

In the interest of resident safety and safe care practice, the parties agree to the following problem solving process to address employee concerns relative to resident care including:

- a) Care practice conditions
- b) Safety of residents and staff
- c) Workload

60.02 Discussion of Care Conditions

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

60.03 Unusual Occurrence Report Form

If the matter is not resolved to their satisfaction, the employee may complete an Unusual Occurrence Report Form within seven (7) calendar days of her discussion with the Manager. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

60.04 Labour/Management Committee Meeting

The Labour/Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Incident Report.

60.05 Matter May be Grieved

If the concern is not resolved to the employee's satisfaction they may request the issue be heard by an Investigator or may file a grievance in accordance with Article 8 of this agreement.

APPENDIX A – WAGE SCHEDULE

Position	April 1, 2020 Wage Adjustment	April 2, 2020 2% G.W.I.	April 1, 2021 2% G.W.I.
Wellness Nurse (LPN)	\$ 29.00	\$ 29.58	\$ 30.17
Resident Care Partner Team Lead	\$ 24.50	\$ 24.99	\$ 25.49
Resident Care Partner (RCP)	\$ 23.50	\$ 23.97	\$ 24.45
Medication Care Partner (MCP)	\$ 24.50	\$ 24.99	\$ 25.49
Life Enrichment Assistant	\$ 22.65	\$ 23.10	\$ 23.57
Concierge	\$ 19.40	\$ 19.79	\$ 20.19
Kitchen Attendant/Server	\$ 18.75	\$ 19.13	\$ 19.51
Dishwasher	\$ 18.75	\$ 19.13	\$ 19.51
Cook	\$ 21.75	\$ 22.19	\$ 22.63
Culinary Floor Assistant	\$ 19.85	\$ 20.25	\$ 20.66
Dining Room Supervisor	\$ 21.01	\$ 21.43	\$ 21.86

HEU & Amica On The Gorge – August 18, 2020 to March 31, 2022

Position	April 1, 2020 Wage Adjustment	April 2, 2020 2% G.W.I.	April 1, 2021 2% G.W.I.
Housekeeper	\$ 19.25	\$ 19.64	\$ 20.03
Housekeeping Supervisor	\$ 20.29	\$ 20.70	\$ 21.11
Maintenance Assistant	\$ 22.75	\$ 23.21	\$ 23.67

No employee on staff as of date of ratification shall receive a wage reduction.

An employee on staff as of date of ratification, with a wage rate above the rate in the wage schedule shall receive 50% of all general wage increases (G.W.I.'s) until the new wage rate for their classification meets or exceeds their existing wage rate.

APPENDIX B SUMMARY OF BENEFITS

	Tier #1 Benefit Class 116	Tier #2 Benefit Class 117
Long-Term Disability	<p>LTD: Not Available</p>	<p>LTD: 66.67% of monthly earnings to a maximum of \$4,000.00 per month, or 85% of pre disability take home pay, whichever is less. Waiting period of 119 days. Own occupation period of 12 months. Coverage terminates the earlier of retirement or 17 weeks before age 70. 100% employee paid.</p>
Life and AD&D Insurance	<p>\$25,000.00</p> <p>No dependent life</p> <p>Reduces by 50% at age 70 & by an additional 50% at age 75.</p> <p>100% Employer paid.</p>	<p>Employee, 2x annual earnings to a maximum of \$150,000.00.</p> <p>Dependent Life, 10,000.00 for spouse & 5,000.00 for each child (under age 22).</p> <p>Reduces by 50% at age 70 & by an additional 50% at age 75.</p> <p>100% Employer paid</p>
Dental Plan	<p>Basic Coverage 80% (\$800.00 max each calendar year).</p> <p>Major and orthodontic coverage not available.</p>	<p>Basic coverage 100% Major coverage 80% (\$1000.00 max each calendar year combined) Recall exams every 9 months.</p>

HEU & Amica On The Gorge – August 18, 2020 to March 31, 2022

Dental Plan (continue)	Recall exams every 9 months. 100% Employer paid.	Orthodontic coverage for children under the age of 20, 50% (\$2,500.00 lifetime maximum) 100% Employer paid
Prescription Drugs	Prescriptions 70% reimbursement. Dispensing fee limit \$5.00 No deductible. Smoking cessation products \$300.00 lifetime. Direct pay drug card provided. 100% Employer paid.	Prescriptions 90% reimbursement. Dispensing fee limit \$5.00 No deductible. Smoking cessation products \$300.00 lifetime Direct pay drug card provided. 100% Employer paid.
Health Care including Hospitalization	Semi - Private. Medical equipment/supplies 70%	Semi – Private Medical equipment/supplies 100%
Paramedical	\$40.00 per visit to a maximum of \$500.00 per calendar year, combined all practitioners.	\$40.00 per visit to a maximum of \$500.00 per practitioner per calendar year and a combined maximum of \$750.00 per calendar year.
Custom made orthotics	\$400 every 24 months.	\$400 every 24 months
Custom made orthopedic shoe	\$250 per calendar year.	\$250 per calendar year.
Fertility	Not available.	\$2000.00 lifetime.
Eye Exams	Not available.	Up to \$75.00 each calendar year.

HEU & Amica On The Gorge – August 18, 2020 to March 31, 2022

Vision Care Glasses/Contacts /Laser Eye.	Not available.	\$350.00 every 24 months for adults. \$150.00 every 12 months for children.
Hearing Aids	Not available.	\$300.00 every 60 months

Above please find a summary of the coverage. Please refer to the Benefits Booklet for detailed coverage.

ADDENDUM – CASUAL EMPLOYEES (ALSO SEE MOA #3)

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - a) vacation relief;
 - b) sick leave relief;
 - c) education relief;
 - d) maternity leave relief;
 - e) compassionate leave relief;
 - f) union business relief;
 - g) educational leave relief;
 - h) such other leave relief as is provided by the Collective Agreement; or
 - i) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month provided that such work cannot reasonably be done by filling the position pursuant to the provisions of Article 14.01(c).
 - j) work created by a new resident moving in, until the regular routines and hours necessary for the new resident are established, a maximum of 2 months

2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in respect of which such employee meets the requirements of the class.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Articles 13, and 14.01 of the Collective Agreement.

4. a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
b) Where a position is filled by a casual employee under Section 3 and that position will last more than thirty-one (31) days, that casual employee will be entitled to the provisions of Article 32 – Sick Leave. W.C.B. Injury-on-Duty.

5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - 1) Article 11 – Probationary Period;
 - 2) Sections 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08 and 13.09 of Article 13 – Seniority;
 - 3) Section 14.01(c) of Article 14 – Job Postings and Applications;
 - 4) Article 16 – Technological, Automation and Other Changes;
 - 5) Article 17 – Reduction in the Work Force;
 - 6) Article 18.01 – Employer's Notice of Termination;
 - 7) Article 19 – Scheduling Provisions;
 - 8) Sections 29.03, 29.04 and 29.05 of Article 29 – Vacations;
 - 9) Article 30 – Bereavement Leave;
 - 10) Article 31 – Special Leave;
 - 11) Article 32 – Sick Leave, W.C.B., Injury-On-Duty;

- 12) Article 33 – Educational Leave;
- 13) Article 34 – Jury Duty;
- 14) Article 35 – Leave – Unpaid;
- 15) Article 36 – Maternity and Parental Leave;
- 16) Article 36.03 – Adoption Leave;
- 17) Article 38 – Health Care Plans;
- 18) Article 39– R.R.S.P.

6. Casual employees shall submit, on a form provided by the Employer, their availability no later than the 15th of the month for the following month. Casual employees must be available to work a minimum of five (5) shifts per month. Failure to maintain minimum availability shall be grounds for discipline up to and including termination. This does not apply if the casual employee has sought and obtained the Employer's approval to be unavailable for a period of time. The Employer shall not unreasonably deny requests for unavailability.

NOTE: The Parties have agreed to use the WorkAnywhere On-Demand shift notification process to offer relief shifts to employees. Therefore section 7 below shall not be utilized and instead please refer to MOA #3 for the manner in which employees shall be called for relief work.

7. The manner in which casual employees shall be called to work shall be as follows:
 - a) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees (and part-time employees registered as per section 15 below) who have been qualified to work in that job classification in descending order of hours worked.

- b) The Employer shall call only those employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call needs be made to any one (1) employee provided that the telephone shall be permitted to ring a minimum of eight (8) times or answering machine or voice mail answers, whichever comes first. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called. Where an answering machine or voice mail is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. All available shifts known at the time of the notification shall be offered
 - c) All such calls shall be recorded in a log book maintained for the purpose, which shall show the name of the employee called, the time the vacancy was known, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - d) If the employee who is being called fails to answer or does not return the call within 7 minutes or declines the invitation to work, the Employer shall then contact the next most senior employee registered in that job classification and so on until an employee is found who is ready, willing and able to work.
8. Casual employees shall not be dismissed except for just and proper cause. A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as that of a regular employee.

9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- 10.a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- c) Within two (2) weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
- i. of the master casual seniority list; and,
 - ii. of each classification registry maintained by the facility.
- 11.a) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of four hundred and fifty (450) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

- b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 11 of the Collective Agreement.
 - c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 11.
12. Casual employees shall receive 4% of their straight time pay in lieu of scheduled vacations and 4.4% of their straight time pay in lieu of the 11 statutory holidays.
13. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.
14. a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, and 13 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of their regular position at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-time Employees.
- b) All hours worked under these casual provisions shall be applied to the part time employee's accumulation of benefits.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**SAANICH SENIOR LIVING INC.
(AMICA ON THE GORGE)**

AND

HOSPITAL EMPLOYEES' UNION

Re: Return to Work

Preamble

The parties recognize that the prevention of injuries and the rehabilitation of injured employees are equally important goals and that return to work programs are part of an injury prevention and rehabilitation program.

Mutual Commitment and Voluntary Participation

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee's participation must include the consent of the employee's physician.

Confidentiality

The parties will ensure that full confidentiality concerning an employee's participation in a return to work program is guaranteed. The Employer shall not have contact with the employee's physician without the employee's consent.

Individual Employee Participation in a Return to Work Program

Prior to commencement of a return to work initiative for individual employees, the Employer, the employee (and the local union representative if the employee so desires) shall discuss the

planned program and its duration. These specifics will be confirmed in writing to all involved.

An employee involved in a return to work program will be employed in a capacity which is in keeping with the employee's health and ability to perform work.

Availability


The return to work program will be available to WCB claimants, LTD Claimants, convalescent employees and injured employees. It will include such initiatives as modified work, rehabilitation and ergonomic adjustments. Each return to work program will be tailored to the needs of individual employees by the Employer. When an employee returns to the workforce, the appropriate workplace orientation will be provided by the Employer.

General Provisions

An employee's wages and benefits when participating in a return to work program will be consistent with the terms of the Collective Agreement.


Where the funding for the return to work is provided by an outside agency, the employee on the return to work program will be supernumerary with the exception of WCB claims where the employer will pay wages directly to the employee for any hours worked and WCB will pay the employee for the remainder of the hours.

**SIGNED ON BEHALF OF
THE UNION**


Bob Wilson
Negotiator

Date: Nov. 17, 2020

**SIGNED ON BEHALF OF
THE EMPLOYER**


Maria Salzano
Human Resources Consultant

Date: Dec. 19, 2020

MEMORANDUM OF AGREEMENT #2

BETWEEN

**SAANICH SENIOR LIVING INC.
(AMICA ON THE GORGE)**

AND

HOSPITAL EMPLOYEES' UNION

Re: Vacation Entitlements

The Employer shall continue to recognize the continuous service dates for those employees currently with continuous service dates pre dating 2018.

Specifically:

1. Surjit Dev – September 1, 2000
2. Jewell Gillingwater – November 6, 2016
3. Sandy Holliday – June 27, 2012
4. Alannah Holsten – April 29, 2017
5. Robert Kroeger – July 2, 2008
6. Barbara McCarthy – November 6, 2016
7. Jessica Morran – November 19, 2016
8. Karl Morran – November 28, 2011
9. Guy Pilon – May 23, 2017
10. Ruth Tamondong – August 15, 2016

**SIGNED ON BEHALF OF
THE UNION**

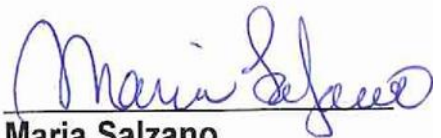


Bob Wilson

Negotiator

Date: Nov. 17, 2020

**SIGNED ON BEHALF OF
THE EMPLOYER**



Maria Salzano

Human Resources Consultant

Date: Dec. 19, 2020

MEMORANDUM OF AGREEMENT #3

BETWEEN

**SAANICH SENIOR LIVING INC.
(AMICA ON THE GORGE)**

AND

HOSPITAL EMPLOYEES' UNION

**Re: Work Anywhere Amica On-Demand Shift Notification
Process**

All HEU members covered by this agreement will have Amica on the Gorge designated as their “home site”. All hours worked at other Amica worksites shall be credited at their “homesite” for all purposes, including the accrual of benefits (vacation, sick time, etc.) and seniority.

The manner in which employees shall be called to work shall be as follows:

- a. The Employer shall maintain both (a) a master seniority list which shall include all part-time, casual and full-time employees employed by the Employer listed in descending order of their seniority within their status; and (b) a classification registry for each job classification in which part-time, casual and full-time casual employees may be used. Each classification registry shall list those part-time, casual and full-time employees who have been qualified to work in that job classification in descending order of seniority by status.
- b. The Employer shall notify only those employees who are qualified and registered in the classification registry

applicable to the work required to be done. The Employer shall commence by notifying the most senior employee in the classification registry that the shift would not push into overtime. Additional hours up to the allowable straight time maximum shall be offered to employees by seniority in the following sequential order:

- i. Part time employees
 - ii. Casual employees
- c. All such notifications shall be recorded and maintained showing the name of the employee notified, the time the on-demand shift was created, the time that the notification was delivered, the job required to be done, and the employee that accepts the on-demand shift. In the event of a dispute the Union shall have reasonable access to the information and shall be entitled to make copies.
- d. The Employer shall then contact the next most senior employee registered in that job classification where it does not push them into overtime and so on until an employee is found who is ready, willing and able to work.
- e. When an employee is notified through the WorkAnywhere Amica app, the notification shall be offered in the following sequence:
- i. Where a vacancy is known less than 4 hours in advance, the employee shall have 5 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift until another employee that has been offered the shift accepts it.
 - ii. Where a vacancy is known more than 4 hours in advance and is not vacation or leave of absence

HEU & Amica On The Gorge – August 18, 2020 to March 31, 2022

coverage, the employee shall have 10 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift until another employee that has been offered the shift accepts it.

iii. Where a vacancy is backfilling a vacation or leave of absence, the employee shall have 20 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift, until another employee that has been offered the shift accepts it.

f) All communications regarding on-demand work shall include the following in the message:

- i. Time message sent.
- ii. Details of the on-demand work being offered, including date, location work area and shift times.

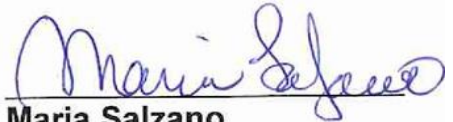
g) All employees on the registry shall be contacted as per the above procedure before any shifts are offered to interested employees from another worksite.

**SIGNED ON BEHALF OF
THE UNION**



Bob Wilson
Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER**




Maria Salzano
Human Resources Consultant


Date: Nov. 17, 2020

Date: Dec. 19, 2020

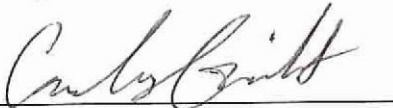
**SIGNED ON BEHALF OF
THE UNION**



Máire Kirwan
Coordinator of Private Sector
Bargaining, Organizing and
Servicing




Bob Wilson
Negotiator



Carley Giesbrecht
Bargaining Committee Member



Catherine Ritchie
Bargaining Committee Member

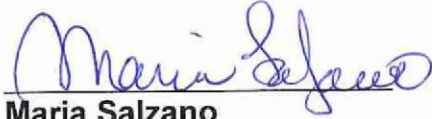


Jocelyn Santos
Bargaining Committee Member

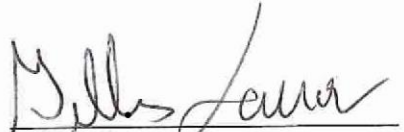
November 17, 2020

DATE SIGNED

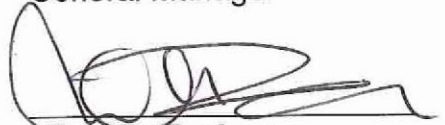
**SIGNED ON BEHALF OF
THE EMPLOYER**



Maria Salzano
Human Resources Consultant



Gilles Lacroix
General Manager



Michelle Barbone
Manager, Culture and
Engagement

December 19, 2020

DATE SIGNED