

COLLECTIVE AGREEMENT

BETWEEN

**ARBOURSIDE MANAGEMENT LTD.
Operating as ARBOURSIDE COURT
(HEREINAFTER CALLED THE “EMPLOYER”)**

AND



**HOSPITAL EMPLOYEES' UNION
(HEREINAFTER CALLED THE “UNION”)**

JANUARY 1, 2019 TO DECEMBER 31, 2021

Note: underlined text is new language for 2019-2021

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TABLE OF CONTENTS

Contents

Page #

ARTICLE 1- PURPOSE OF AGREEMENT	1
1.02 NO DISCRIMINATION	1
1.03 COMPLAINTS INVESTIGATION.....	1
1.04 RESPECTFUL CONDUCT IN THE WORKPLACE.....	2
1.05 WORKPLACE BULLYING	3
1.06 INCLUSION	3
1.07 SUPPORT	3
ARTICLE 2 - RECOGNITION OF THE UNION	4
2.01 RECOGNITION.....	4
2.02 MAINTENANCE OF UNION MEMBERSHIP	4
2.03 INDEMNIFICATION	4
2.04 EXCEPTION TO GRIEVANCE PROCEDURES	4
2.05 DUES AND ASSESSMENTS.....	5
2.06 INFORMATION AND DUES REMITTED TO THE UNION	6
2.07 NEW EMPLOYEES	6
2.08 INCOME TAX RECEIPTS	6
2.09 UNION BULLETIN BOARDS	6
2.10 SHOP STEWARDS	6
2.11 UNION REPRESENTATIVE VISITS	7
2.12 MEETING FACILITIES	7
ARTICLE 3 - DEFINITIONS	7
3.05 RESTRICTION OF EMPLOYEE STATUS.....	8
ARTICLE 4 - EMPLOYER RIGHTS.....	8
4.03 VOLUNTEERS.....	9
ARTICLE 5 - STRIKES AND LOCKOUTS	9
5.01 NO STRIKE OR LOCKOUT	9
ARTICLE 6 - UNION/MANAGEMENT MEETINGS	9
ARTICLE 7 - GRIEVANCE PROCEDURE	10
7.01 GRIEVANCE INVESTIGATIONS	10
7.02 GRIEVANCE PROCEDURE.....	10
7.03 TIME LIMITS	12
7.04 TECHNICAL OBJECTIONS TO GRIEVANCES	12
7.05 RIGHT TO HAVE A STEWARD PRESENT	12
7.06 DISMISSAL/SUSPENSION.....	12
7.07 TROUBLESHOOTER.....	12
ARTICLE 8 - ARBITRATION.....	13

TABLE OF CONTENTS

Contents	Page #
8.01 COMPOSITION OF BOARD	13
8.02 AUTHORITY OF ARBITRATION BOARD	14
8.03 EXPENSES OF ARBITRATION BOARD.....	14
8.04 REINSTATEMENT OF EMPLOYEES	14
ARTICLE 9 - PROBATIONARY PERIOD	14
ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE	15
10.01 EVALUATION REPORTS	15
10.02 PERSONNEL FILE	15
10.03 RIGHT TO GRIEVE DISCIPLINARY ACTION	16
ARTICLE 11 - SENIORITY	16
11.01 PROMOTION, TRANSFER AND TEMPORARY VACANCIES	16
11.03 TEMPORARY PROMOTION OR TRANSFER.....	17
11.04 BRIDGING OF SERVICE	17
11.05 MILITARY SERVICE.....	17
11.06 SENIORITY.....	17
11.07 LOSS OF SENIORITY.....	18
ARTICLE 12: JOB POSTINGS AND APPLICATIONS	18
12.01 JOB POSTINGS AND APPLICATIONS.....	18
12.02 INFORMATION ON POSTINGS	19
12.06 VACANCIES OF LESS THAN 60 DAYS.....	19
12.07 RE-EMPLOYMENT AFTER RETIREMENT.....	20
ARTICLE 13 - JOB DESCRIPTIONS	20
ARTICLE 14 - TECHNOLOGICAL CHANGE AND LOSS OF WORK.....	21
14.01 ADJUSTMENTS WILL BE HANDLED AS PER SECTION 54 OF THE <i>LABOUR RELATIONS CODE</i> WHICH READS:	21
ARTICLE 15 - LAYOFF AND RECALL	22
15.03 BUMPING	23
15.04 RECALL.....	23
15.06 GENERAL.....	24
ARTICLE 16 – TERMINATION OF EMPLOYMENT	24
ARTICLE 17 – SCHEDULING	24
17.02 RETURN TO WORK	26
ARTICLE 18 - HOURS OF WORK	26
18.01 CONTINUOUS OPERATION.....	26

TABLE OF CONTENTS

Contents	Page #
18.02 HOURS OF WORK.....	26
18.03 REST AND MEAL PERIODS.....	26
ARTICLE 19 - OVERTIME.....	27
ARTICLE 20 - REPORTING FOR WORK AND CALL BACK PAY.....	29
20.02 WEATHER CONDITIONS EXCEPTED.....	29
20.03 CALL-BACK.....	29
20.04 TRANSPORTATION ALLOWANCE.....	29
ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS.....	29
ARTICLE 22 - STATUTORY HOLIDAYS.....	30
22.01 STATUTORY HOLIDAYS.....	30
22.02 OTHER RELIGIOUS OBSERVANCES.....	30
ARTICLE 23 - VACATIONS ENTITLEMENT.....	31
23.01 ANNUAL VACATION ENTITLEMENT.....	31
23.02 VACATION PERIOD.....	32
23.03 SPLITTING OF VACATION PERIODS.....	32
23.04 VACATION PAY.....	32
23.05 VACATION ENTITLEMENT UPON DISMISSAL.....	32
23.06 REINSTATEMENT OF VACATION DAYS.....	33
23.07 VACATION CREDITS UPON DEATH.....	33
ARTICLE 24 - BEREAVEMENT LEAVE.....	33
ARTICLE 25 – PAID SICK LEAVE.....	34
ARTICLE 26 - W.C.B AND RETURN TO WORK.....	35
26.01 WORKERS’ COMPENSATION BENEFITS.....	35
26.02 TRANSPORTATION FOR ACCIDENT VICTIM.....	36
26.03 DAY OF INJURY.....	36
26.04 RETURN TO WORK PROGRAMS.....	36
ARTICLE 27 - JURY DUTY.....	37
ARTICLE 28 - LEAVE - UNPAID.....	37
28.01 UNPAID LEAVE.....	37
28.02 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS.....	37
28.03 UNPAID LEAVE - UNION BUSINESS.....	38
28.04 UNPAID LEAVE - PUBLIC OFFICE.....	39
ARTICLE 29 - MATERNITY AND PARENTAL LEAVE.....	39
29.01 MATERNITY LEAVE.....	39

TABLE OF CONTENTS

Contents

Page #

29.02	PARENTAL LEAVE FOR BIRTH AND ADOPTING PARENTS.....	40
ARTICLE 30 – FAMILY RESPONSIBILITY/COMPASSIONATE CARE LEAVE.....		41
ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING		42
AND ORIENTATION.....		42
31.01	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	42
31.06	COMMUNICABLE DISEASES.....	43
31.07	VIOLENCE IN THE WORKPLACE.....	43
31.08	WORKING ALONE OR IN ISOLATION.....	43
31.09	TRANSPORTATION	43
31.10	CRITICAL INCIDENT STRESS DEFUSING.....	44
31.11	WORKLOAD	44
31.12	RESPECTFUL WORKPLACE	44
ARTICLE 32 - WORK CLOTHING AND EMPLOYER PROPERTY.....		45
ARTICLE 33 – MORE FAVOURABLE RATE		45
ARTICLE 34 - PAY DAYS		45
ARTICLE 35 - PRINTING OF THE AGREEMENT		45
ARTICLE 36 – GENERAL		45
ARTICLE 37 – HEALTH AND WELFARE PLAN		46
ARTICLE 38 – FUTURE LEGISLATION		47
ARTICLE 39 - EFFECTIVE AND TERMINATING DATES.....		47
ARTICLE 40 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA		47
40.03	WAGE SCHEDULE.....	48
WAGES SCHEDULE.....		49
LETTER OF UNDERSTANDING #1		50
RE: PARKING		50
LETTER OF UNDERSTANDING #2		51
RE: MEALS.....		51
LETTER OF UNDERSTANDING #3		52
RE: USE OF EMPLOYEE VEHICLES		52
LETTER OF UNDERSTANDING #4		53
RE: EXTENDED HOURS SCHEDULES.....		53

TABLE OF CONTENTS

Contents	Page #
ADDENDUM #1	55
CASUAL EMPLOYEES.....	55
ADDENDUM #2	58
CASUAL EMPLOYEES CALL-OUT PROCEDURE.....	58
ADDENDUM #3	59
ELECTRONIC CASUAL CALL OUT.....	59

ARTICLE 1- PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.

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 workplace bullying, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual, workplace bullying 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 practised with respect to any employee for reason of membership or activity in the Union.

1.03 Complaints Investigation

- (a) An employee allegedly being harassed by another employee or a supervisor may register the complaint in writing to the manager, or designate, either directly or through the Union. All persons involved with the complaint shall deal with the complaint and all related information with all possible confidentiality and discretion.
- (b) The manager or designate, shall investigate the allegation and, if substantiated, take action appropriate to the offence.
- (c) Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated and indicate what action, if any, was taken.
- (d) Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance

procedure.

- (e) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (f) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities. The parties acknowledge that it is inappropriate to raise allegations of harassment in bad faith.

1.04 Respectful Conduct in the Workplace

The parties are committed to promoting a work environment in which all those who enter the workplace will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents and patients should expect to be treated in, an environment where the risk of violence is minimized.

The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and managers regarding expectations and consequences of inappropriate behaviour, aggression and violence.

Individuals who work for the Employer 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 Behaviour – defined as courteous and considerate behaviour toward others;
- (b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;

- (c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- (d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but no limited to Article 1.03 of this agreement; and
- (e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.05 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systemic 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.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Recognition

The Employer recognizes the Union as the sole bargaining agent for the employees of Arbourside Court at 13751 74th Avenue in Surrey B.C. as certified by the Labour Relations Board with respect to wages, hours of work, terms and conditions of employment.

2.02 Maintenance of Union Membership

- (a) All employees in the bargaining unit shall maintain membership in the Union as a condition of employment.
- (b) 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.
- (c) The maintenance of membership will be subject to applicable Legislation.
- (d) 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.
- (e) 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.

2.03 Indemnification

The Union agrees to indemnify the Company and save it harmless from claims arising from terminations arising from this Article.

2.04 Exception to Grievance Procedures

In the event an employee is terminated pursuant to this section,

the following contract provisions shall not be applicable to the employee: Grievance Procedure.

2.05 Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the Union. At the time of hire each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.
- (b) The Employer shall deduct from each employee covered by this collective agreement, all union dues, assessments and initiation fees levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union's provincial office.
- (c) Deduction shall be made each pay period and remitted to the Union's Provincial Office no later than 21 days after the date of deduction.
- (d) The Union shall advise the Employer, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer by the Union. Upon receipt of such notice the changed amount shall be the amount deducted.
- (e) 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. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

2.06 Information and Dues Remitted to the Union

Twice every calendar year, in January and July, the Employer shall provide to either 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, addresses, personal emails and their telephone numbers known to the Employer. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

2.07 New Employees

At the time of hire, new employees will be advised that a new collective agreement is in effect. The Union chief shop steward or designate and new employee shall be given the opportunity to meet within regular working hours without loss of pay, for fifteen (15) minutes during the first thirty (30) days of his/her employment.

2.08 Income Tax Receipts

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

2.09 Union Bulletin Boards

The Employer shall provide a single bulletin board for the exclusive use of the Union, the site to be determined by mutual agreement between the Employer and the Union. The use of such board shall be restricted to the business affairs of the Union. The Union designate is responsible for the posting of information.

2.10 Shop Stewards

- (a) The Union will have two (2) Shop Stewards and an alternate shop steward covered by this Agreement.
- (b) The Employer will be kept advised of all Shop Steward appointments.

- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward and may present or assist in the presentation of any grievance.
- (d) The Employer will provide an on-site, accessible filing cabinet with a lock for the sole use of the Union which shall be stored in a safe secure place.

2.11 Union Representative Visits

The Union will inform the Employer in advance that the representative intends to visit the site for the purpose of meeting an employee on their break. The Union agrees that none of these meeting will disrupt the employer's operations.

2.12 Meeting Facilities

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided notice is given to the employer and space is available on the date requested.

ARTICLE 3 - DEFINITIONS

3.01 Spouse – a legal marriage under the authority of a marriage certificate or a common-law relationship where two people have cohabited as spousal partners for a period of not less than one year. For the purpose of this Agreement, an employee can have only one person designated as a spouse. It is incumbent on the employee to provide evidence of the spousal relationship as requested.

3.02 A regular full-time employee is one who works full-time at least 30 hours per week with Arbourside Court on a regularly scheduled basis.

Regular full-time employees have a seniority date, as per Article 11.06 – Seniority.

3.03 A regular part-time employee is one who works less than full-time on a regularly scheduled basis each week. Regular part-

time employees have a seniority date, as per Article 11.06 – Seniority.

These employees are entitled to all benefits outlined in this agreement on a prorated basis with the exception of the Health and Welfare Plan.

- (a) Regular part-time employees may register for casual work in writing specifying the days of availability and shall be called in order of seniority. Hours worked by the regular part-time employees under this provision shall be credited to the employee in accumulation of benefits.
- (b) The Employer is obliged to call regular part-time employees on days which they are not scheduled for work, provided that no overtime is required and provided the employee receives a minimum of forty-eight consecutive hours off each week.

3.04 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 at Arbourside Court.

3.05 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 the Grievance Procedure.

ARTICLE 4 - EMPLOYER RIGHTS

4.01 The Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees

needed by the employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.

- (b) To make and to alter from time to time rules and regulations to be observed by all employees. Such rule and regulations will be provided to the Union and will not amend the specific terms of the collective agreement.
- (c) To discipline or discharge employees for proper cause.

4.02 Managers Excluded from Bargaining Unit Work

Management shall not perform work of the bargaining unit, except for the purposes of training, the very occasional rest period or meal break, emergencies and where employees scheduled to be at work are not available, provided the performing of such work does not reduce the hours of work of any employee scheduled to work.

4.03 Volunteers

It is agreed that volunteers are regularly present at the Employer's site. The use of volunteers will not displace nor fill existing positions in the bargaining unit nor result in the lay-off of employees in the bargaining unit.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 No Strike or Lockout

The Union agrees that there shall be no strike, walkout or other interruption of work by any employees or group of employees during the term of this Agreement and the Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6 - UNION/MANAGEMENT MEETINGS

6.01

- (a) At the request of either party, two representatives from both the Employer and the Union as well as the Union representative will meet to discuss issues of common interest, including new rules and regulations introduced by

the Employer. These meetings will substitute for the grievance procedure only by the mutual agreement of the parties.

- (b) Each party shall keep the other informed in advance of their respective representatives attending these meetings.
- (c) All meetings shall be held as promptly as possible on request of either party.
- (d) Time spent by the Union representatives shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement at straight time rates.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

A shop steward or Union committee member must obtain the permission of his/her immediate supervisor prior to leaving their work duties to undertake any Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. Paid leave for lost wages for a half hour or less will be granted for:

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) attending meetings called by management;
- (c) investigation of employee complaints of an urgent nature.

The shop steward or Union committee member agrees to notify his/her supervisor on resuming his/her normal duties.

7.02 Grievance Procedure

For the purposes of this Agreement, grievances are defined as:

- (a) Differences arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand or adverse performance appraisals or reports.

Grievances shall be processed in the following manner:

STEP ONE:

The employee, with or without a Shop Steward (at the employee's option), shall first discuss the grievance with his/her manager or his/her designate within ten (10) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled within seven (7) days, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward and shall be presented to the manager or his/her designate by a Shop Steward within seven (7) days. Within seven (7) calendar days of receipt of the written grievance, the Manager or his/her designate shall meet with the steward and the grievor to discuss the matter. A written reply will be issued within five (5) days. Within seven (7) days of receipt of the Employer's response, if the grievance is not settled, then:

STEP THREE:

The Shop Steward or Union Committee member, or Union Committee member, Secretary Business Manager or his/her designate and representatives appointed by the Employer, shall meet within fourteen (14) days to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within 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.

Grievances of a general/ policy nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure no later than fourteen (14) days of the Union becoming aware of the issue.

7.03 Time limits

The time limits set out above may be amended with the written mutual agreement of both sides. If either party does not present a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the party shall not be deemed to have prejudiced its position on any future grievance.

7.04 Technical Objections to Grievances

The parties agree that a grievance should not be defeated because of a technical error other than time limitations in processing the grievance through the grievance procedure.

7.05 Right to Have a Steward Present

The Employer will make every effort to ensure the employee has Union representation present at discussions with supervisory personnel where the supervisor intends to discipline an employee. The supervisor will also make every effort to notify the employee and the representative in advance when the meeting is for a disciplinary purpose.

7.06 Dismissal/Suspension

Employees dismissed or suspended 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.

7.07 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, such

difference may be referred, with the mutual agreement of both parties, to one of the following:

- 1) Chris Sullivan
- 2) Elaine Doyle
- 3) Irene Holden

or a substitute agreed to by the parties.

The Troubleshooter will:

- (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.

The parties shall jointly bear the cost of the Troubleshooter.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle a grievance arising between the Employer and the Union, 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 one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators: Chris Sullivan, Elaine Doyle, Irene Holden.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above. The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the said arbitrators, 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 case under this clause advises the Union that his/her next available hearing date is more than two months away, the parties will request available dates from the next arbitrator in the rotation, and so on, until an arbitrator becomes available who can provide an earlier hearing date.

8.02 Authority of Arbitration Board

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

8.03 Expenses of Arbitration Board

Each party shall pay half of the expenses of the Arbitration Board unless paid by the Labour Relations Board of the Province of British Columbia.

8.04 Reinstatement of Employees

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

ARTICLE 9 - PROBATIONARY PERIOD

9.01 An employee shall be a probationary employee for the three months for full time employees and the first (4) months of employment for part time employees, whichever occurs sooner. Casual employees will serve a probationary period of four-hundred hours (400) hours as per the Casual Addendum. By written mutual agreement between the Employer and the Union, the probationary period may be extended by thirty (30) calendar days provided written reasons are given for requesting such

extension.

9.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

9.03 A rejection during probation shall not be considered a dismissal. The test for rejection shall be the probationary employee's suitability for continued employment. The employee has a right to grieve a decision made under this clause.

ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE

10.01 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. 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. 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.

10.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or his/her 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. The employee or the Secretary-Business Manager of the Union shall give the Employer seven (7) calendar days' notice.

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.

10.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written consenters, letters of reprimand and adverse reports or adverse 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

ARTICLE 11 - SENIORITY

11.01 Promotion, Transfer and Temporary Vacancies

In selecting the successful applicant(s) for postings, transfers of employees or temporary vacancies, seniority will be the deciding factor only where certificates (if required) or equivalencies, skill and ability are relatively equal amongst the applicants.

11.02 If a regular employee has been promoted, voluntarily demoted or transferred and during the first three (3) calendar months is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the first three (3) calendar months 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 (1) of this Section.

In no instance during the three (3) calendar months shall such an employee lose seniority or perquisites.

11.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued benefits when the temporary promotion, transfer or demotion terminates.

11.04 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with the length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- a) the employee must have been a regular employee for at least two years of service seniority at time of termination;
- b) the resignation must indicate the reason for termination;
- c) the break in service shall be for no longer than two years;
- d) the previous length of service shall not be reinstated until successful completion of the probationary period of employment.

11.05 Military Service

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

11.06 Seniority

Regular Full-time and Regular Part-time employees have a seniority date.

This seniority date is the date that they become a regular employee, with casual hours converted as per Section 14 in the Casual Addendum.

If an employee was hired directly into a regular position, without accumulating casual hours, the start date in the position shall be their seniority date.

Upon request, the Employer agrees to make available to the Union the seniority date of seniority of any employees covered by this Agreement. Such list will also be posted quarterly for employees to view. Seniority dates shall be subject to correction for error on proper representation by the Union if requested within twenty-one days.

11.07 Loss of Seniority

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

- (a) voluntary resignation, or
- (b) retirement, or
- (c) discharged for just cause, or
- (d) is absent from work by reason of layoff for more than twelve (12) months, or
- (e) if a laid off employee fails to report for work within seven (7) days of the date of notification by registered mail, or
- (f) pursuant to Article 16.

ARTICLE 12: JOB POSTINGS AND APPLICATIONS

12.01 Job Postings and Applications

The Employer agrees that all regular scheduled positions and temporary vacancies longer than sixty (60) days shall be posted for a period of seven (7) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary Business Manager or Union designate.

12.02 Information on Postings

- (a) All job postings shall indicate the following:
 - Date of posting and closing date of posting
 - Work days and days off
 - Pay rate
 - Hours of work, including start and stop times.
 - Start date of position
- (b) All postings shall also include a summary of job description /duties and qualifications for information purposes only.
- (c) The hours of work, including stop and start times and days off, are subject to change consistent with operational requirements.

12.03 Employees may submit an application in writing, when they will be absent from work during the time of posting, in advance of their leaving, stating the job(s) they would be interested in applying for should a vacancy or new job occur during their absence.

12.04 Within three (3) calendar days of the successful applicant being notified, the Company will post the name of the successful applicant in the same manner in which the vacancy or new job was posted.

12.05 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, if so requested.

12.06 Vacancies of less than 60 Days

- (a) If the vacancy is one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
 - (i) in order of seniority, by regular employees who have indicated their interest to work additional hours, in writing, provided that they have the skill and ability to perform the work.

- (ii) in order of seniority, by employees on the casual list provided they have the skill and ability to perform the work.
- (iii) if the application of this paragraph requires the Company to pay overtime to the employee, the offer of work need not be made to that employee;
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 11.01.

12.07 Re-employment After Retirement

Employees who have reached retirement age and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

ARTICLE 13 - JOB DESCRIPTIONS

13.01

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit. Job descriptions shall contain the job title, qualifications, a general statement of duties and responsibilities and job classification, and the date prepared.
- (b) Descriptions shall be presented to the Union and shall become the recognized job description unless written objection thereto is given by the Union within sixty (60) days.

In the case of a newly created job or classification, the Employer will draft a new description and meet with the Union to discuss appropriate remuneration. If an

agreement cannot be reached the issue/s may be submitted to arbitration. The arbitrator shall decide on the issue based on the relationship of the job description for the new classification to existing classifications in the bargaining unit.

- (c) If an employee considers there has been a significant change to their job or classification, the parties will meet to discuss the matter. The Union may initiate a grievance at Step Two of the grievance procedure. The arbitrator shall decide on the issues based on the relationship of the job description of the new classification to existing classifications in the bargaining unit.
- (d) Where an existing job or classification is significantly changed with respect to changes in job content and/or qualifications the Employer shall remit such job descriptions and the remuneration proposed to the Union.
- (e) Any decision to adjust the wage rate, either by the parties or the Board, shall be retroactive to the date the complaint was filed.

ARTICLE 14 - TECHNOLOGICAL CHANGE AND LOSS OF WORK

14.01 Adjustments will be handled as per section 54 of the *Labour Relations Code* which reads:

- (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
 - (a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

- (b) after notice has been given, the employer and trade union must meet within two weeks, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counseling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

14.02 Where practicable the Employer will provide at least 120 days' notice before the date on which the measure, policy, practice or change is to be effective.

ARTICLE 15 - LAYOFF AND RECALL

15.01 In the event of a reduction or increase of a person's normal work schedule, regular employees at the worksite shall receive no less than fourteen (14) days written notice in advance of the day of layoff. A copy of such notice shall be provided to the secretary Business Manager and Union shop steward.

15.02 The Employer will layoff employees in the reverse order of seniority within the classification, provided those retained have the certificates of qualifications (if required) or equivalencies, and have the skill and ability and are willing to do the work.

15.03 Bumping

- (a) A regular employee affected by a layoff of longer than one (1) week will be allowed to displace the most junior employee at the worksite who works the same or fewer number of hours in the job classification for which he/she has the certificates of qualifications (if required) or equivalencies, and the skill and ability to do the work.
- (b) An employee who chooses to exercise their bumping rights as defined in (a) will identify the position they wish to bump within 3 days (excluding weekends and statutory holidays) of being provided with their bumping options.
- (c) An employee who is unable to bump or is laid off for less than a week, may choose to be placed on the casual list.
- (d) or may be placed on the recall list.

15.04 Recall

- (a) Laid off regular employees shall retain their seniority accumulated up to the time of layoff for a period of eight (8) months.
- (b) Laid off employees shall be rehired within their classification in the reverse order they were laid off provided they have the skill and ability to perform the work to be performed.
- (c) Laid off employees failing to return to report for regularly scheduled work within seven (7) days of the date of notification shall be considered to have terminated their employment except where two (2) weeks' notice to another employer is necessary.
- (d) When a laid off employee bids for and is successful in obtaining a posted position, he/she shall have no further rights with regard to recall.

15.05 Notice of layoff shall not apply where the Employer can establish that the layoff results from an emergency.

15.06 General

- (a) Where a notice 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.
- (b) In a layoff, the Employer shall supply to an employee and the Union designate a list of employees that may be bumped by the employee. An employee must exercise their bumping option within five (5) calendar days of receiving the list.
- (c) The employee who ends up working in a new position shall receive the rate of pay for that position.
- (d) No new employees shall be hired until all those employees with the skill and ability and recall rights have been given the opportunity to return to work and have failed to do so.

15.07 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.

ARTICLE 16 – TERMINATION OF EMPLOYMENT

Any employee who fails to report for work as scheduled and does not notify his/her supervisor within four (4) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 17 – SCHEDULING

17.01

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, for a four (4) week period and post these at least fourteen (14) calendar days in advance of their effective date. The Employer retains the right to change the schedule provided that 14 days' notice is given to the effected employee(s).

- (ii) The Employer may alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer's control. In such cases, the shifts of the most junior qualified employee will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
 - (iii) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' notice in accordance with (ii) above, and such change requires a regular full time employee to work on a scheduled day off, then such hours worked shall be paid in accordance with Article 19. Notice of the change shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 19.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the prior approval of the Employer.
- (f) Employees shall not be required 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, unless mutually agreed between the Union and the Employer, otherwise overtime

shall be paid in accordance with Article 19.

- (g) Regular employees shall not be required to work more than two different shifts in any six (6) consecutive day period, unless otherwise mutually agreed between the Union and the Employer.

17.02 Return to work

A regular employee shall notify the employer the day prior to return to work from a scheduled absence. Where the absence is of a six (6) months' duration or longer, the employee shall notify the Employer at least five (5) days prior to the return to work. This provision does not apply to any specific notice period elsewhere in this agreement.

ARTICLE 18 - HOURS OF WORK

18.01 Continuous Operation

The work week shall provide for continuous operation Monday at 12:00 am through Sunday at 11:59 pm.

18.02 Hours of Work

- (a) The normal hours of work for regular full-time employees, exclusive of meal times, shall be at least thirty (30) hours per week, regularly scheduled five days per week, or an equivalent mutually agreed to by the Employer and Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their meal period.

18.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2), fifteen (15) minute, rest periods, one in each half of the shift. Employees working less than six (6) hours shall receive one (1) rest period. Where there is mutual agreement between the Union designate and Employer designate, rest periods may be combined to meet employee and operational requirements.

(b) Meal Periods

All employees working a shift of more than five hours (5) hours shall receive a one-half (1/2) hour unpaid meal period. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ARTICLE 19 - OVERTIME

19.01 Employees requested to work in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid the rate of time and one-half of their basic hourly rate of pay for the first four (4) hours of overtime in a day and double time thereafter. Overtime shall be offered in order of seniority to regular employees who are currently doing the work.

19.02 If an employee works overtime, as defined in Article 19.01 on a statutory holiday which calls for a premium rate of pay as provided at Article 22, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked.

19.03 Where possible, 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 but no later than the second pay period following the date the overtime was earned.

19.04 When an employee works a minimum of two and one-half (2-1/2) hours of overtime immediately before his/her scheduled hours of work, or is about to work overtime for at least two and one-half (2-1/2) hours following their shift, an employee shall have a fifteen (15) minute break with pay.

19.05 Overtime is voluntary except in emergencies or where staffing on a shift requires it. In such cases the most junior qualified employee(s) must agree to work overtime if no one has volunteered. When an employee does not agree that an emergency or staffing shortage exists, the employee shall work

such overtime and may file a grievance.

19.06 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with this Article.

19.07 A regular part time employee working less than the normal hours per day, or the normal days per week of a full time employee, and who is requested to work longer than his/her regular work day or work week, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day or work week of a full time employee. Overtime rates shall apply to hours worked work in excess of eight (8) hours in a day or forty (40) hours in a week.

19.08 For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

19.09 At the time an employee is required or requested to work overtime of at least one-half (1/2) hour, 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 and shall be taken within twelve (12) months of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twelve (12) month period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

When an employee chooses overtime pay, it shall be paid to the employee by the end of the next pay period.

**ARTICLE 20 - REPORTING FOR WORK AND CALL BACK
PAY**

20.01 Any employee who commences work but is sent home for other than disciplinary reasons shall be guaranteed a minimum of:

- a) The wages they were scheduled to earn if their shift was less than four (4) hours.
- b) four (4) hours pay if the employee commences work; or
- c) two (2) hours pay, if the employee does not commence work.

20.02 Weather Conditions Excepted

If the reason for suspending work on any day is due to weather conditions, the minimum reporting pay shall be two (2) hours at the employee's classified straight time rate of pay.

20.03 Call-back

Employees called backed to work on their regular time off shall receive a minimum of two (2) hours pay at the applicable rate whether or not he/she actually commences work, or shall be paid at the applicable rate for the time worked, whichever is greater.

20.04 Transportation Allowance

Employees called backed to work upon completion of their shift will be entitled to the cost of transportation by taxi, upon providing the Employer with a receipt from the taxi, or fifty cents (\$0.50) per kilometer.

**ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED
POSITIONS**

21.01 In the event of a regular employee relieving in a higher-rated job for at least one hour, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

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

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 Statutory Holidays

Employees who have worked at least fifteen (15) of the previous thirty (30) days with the Company will be entitled to each of the following ten (10) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

Payment for a statutory holiday will be the employees average daily regular rate of pay for the previous thirty (30) days.

22.02 Other Religious Observances

- (a) Employees who are members of a non-Christian religion are entitled up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not given then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation.

22.03 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) in addition to statutory holiday pay owing. At the employee's request, the Employer will provide another day off without pay.

22.04 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.

22.05 If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

22.06 All employees scheduled to work on any of the statutory holidays as listed in clause 22.01 shall not have their normal hours of work reduced.

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

ARTICLE 23 - VACATIONS ENTITLEMENT

23.01 Annual Vacation Entitlement

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

1 year continuous service	10 work days
2 years continuous service	10 work days
3 years continuous service	10 work days
4 years continuous service	<u>11</u> work days
5 years continuous service	<u>11</u> work days
6- <u>10</u> years continuous service	<u>16</u> work days

Upon completion of 10 years continuous service, employees who have worked at least 1500 hours in each of the preceding three (3) calendar years shall be entitled to annual vacation of 21 days.

Vacation pay shall be calculated as per provincial legislation.

23.02 Vacation Period

- (a) All regular employees shall be required to submit their vacation requests in writing by December 31st for the upcoming year and the employer will respond in writing by January 31st, which includes posting the approved vacation schedule on the bulletin board.
- (b) In each calendar year, vacations will be scheduled on the basis of the employee who requests the dates first. If there is a conflict in requests, seniority will prevail.

23.03 Splitting of Vacation Periods

Annual vacation for employees shall be granted in one (1) continuous period upon request from the employee, however, on request an employee may divide her/his vacation into shorter vacations periods with the Employer's approval which shall not be unreasonably withheld, taking into consideration the employee's seniority and the operational requirements of the department.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

23.04 Vacation Pay

Upon receipt of fourteen (14) days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

23.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned

vacation allowance.

23.06 Reinstatement of Vacation Days

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave for the duration of sickness or illness and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

23.07 Vacation Credits Upon Death

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

23.08 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 one and one-half (1-1/2) times his/her applicable rate of pay for all hours worked for their first two shifts and shall have their displaced vacation period rescheduled with pay at a mutually agreeable time.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, and sister. Bereavement leave of absence of one (1) day 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 father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Up to two (2) days, with pay, will be granted to regular (RFT and RPT) employees for travelling time in association with bereavement leave. Such approval shall not be unreasonably withheld.

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.

24.02 In addition of the three (3) days with pay, an employee shall be entitled to five (5) days unpaid leave.

Such leave will not be unreasonable withheld.

ARTICLE 25 – PAID SICK LEAVE

25.01 Commencing January 1, 2019, regular full-time employees shall be entitled to five days of sick leave per year and be paid for hours scheduled on the day sick leave is taken. Part-time employees shall receive a pro-rated amount of sick leave.

Commencing January 1, 2019, unused sick days will be accumulated for the duration of the employment.

25.02 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. 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.

25.03 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.

25.04 The employer shall advise an employee the amount of sick leave available-upon request.

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

25.06 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. The Employer's decision for further leave of absence without pay shall be in writing.

25.07 At all times, unused paid sick leave will be paid out to the employee upon termination.

ARTICLE 26 - W.C.B and RETURN TO WORK

26.01 Workers' Compensation Benefits

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 37 will continue to apply to employees who are entitled to receive WCB wage loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than

wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.

- (d) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 28 except that seniority shall continue to accrue based on regular hours.

26.02 Transportation for Accident Victim

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

26.03 Day of Injury

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

26.04 Return to work programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

ARTICLE 27 - JURY DUTY

27.01 Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, (not being himself/herself a party to the proceeding), on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received.

The employee shall be required to turn over allowances received for travelling and meals.

ARTICLE 28 - LEAVE - UNPAID

28.01 Unpaid Leave

Requests by employees for unpaid leave of absence of less than or equal to two (2) weeks shall be made in writing to his/her supervisor and may be granted subject to operational requirements. The Employer will make a reasonable effort to comply with the request. The employee shall give at least seven (7) days' notice. Notice of the Employer's decision shall be given in writing as soon as possible.

After two years' service, an employee may request, in writing, an extended unpaid leave of absence of up to forty-five (45) working days, giving the longest possible advance notice. A reasonable effort will be made to comply with such request providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be given in writing.

28.02 Unpaid Leave - Affecting Seniority and Benefits

An employee granted unpaid leave of absence shall continue to accumulate continuous service with the Company for up to twenty days. If the unpaid leave of absence or an accumulation of unpaid

leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Benefits will apply in accordance with the benefit provisions of the agreement.

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

28.03 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional costs:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (4) to employees who are representatives of the Union on a Bargaining Committee where less than fourteen (14) days' notice is given.

- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the 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) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

28.04 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 29 - MATERNITY AND PARENTAL LEAVE

29.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the

- maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
 - (c) Employees shall make every effort to give at least fourteen (14) days' written notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' written notice of their intention to return to work prior to the termination of the leave of absence.
 - (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
 - (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
 - (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

29.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay (or thirty-seven (37) consecutive weeks in the case of birth mother who takes maternity leave under Article 29.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the total parental leave between them (or thirty-seven (37) consecutive weeks in the case of birth mother who takes maternity leave under Article 29.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 29.01 or following the adoption;
 - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

29.03 Seniority will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain employee's benefit coverage during maternity and parental leave provided the employee maintains his/her share of the cost of the plan.

ARTICLE 30 – FAMILY RESPONSIBILITY/COMPASSIONATE CARE LEAVE

30.01 In accordance with the *Employment Standards Act*, a regular employee is entitled to five (5) unpaid leaves in each employment year to meet responsibilities related to care, health or education of any member of the employee's immediate family.

Employment year means a year beginning on the date the employee commenced employment.

Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

30.02 In accordance with the *Employment Standards Act* 52.1, employees are entitled to Compassionate Care Leave to provide care for a critically/terminally ill family member as defined by the Act. Further information is available on line at www.labour.gov.bc.ca/.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY, TRAINING AND ORIENTATION

31.01 Occupational Health and Safety Committee

The parties agree that a Joint Occupational Health and Safety Committee shall 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 have equal representation with each party appointing its own representatives.

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

31.03 Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

31.04 The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.

31.05 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.

31.06 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of the communicable diseases, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments. As per the *Work Safe BC Act*, the Employer will keep written records of all employees exposed to infectious diseases.

The Employer agrees that all policies regarding infectious diseases will be developed with the Occupational Health and Safety Committee.

31.07 Violence in the workplace

“Violence” means the attempted or casual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behavior which gives a worker reasonable cause to believe that he or she is at risk of injury.

The requirement for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the Occupational Health and Safety Program following the same procedures required by this Occupational Health and Safety Regulation to address other workplace hazards.

31.08 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 WorkSafe Regulations. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

31.09 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.

31.10 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.

31.11 Workload

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 fourteen (14) 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.

31.12 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful, respectful and cooperative manner.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the residents and visitors regarding expectations and consequences of inappropriate behaviour, aggression and violence.

ARTICLE 32 - WORK CLOTHING AND EMPLOYER PROPERTY

32.01 The Employer shall supply and maintain required uniforms including hair covering and aprons for employees who are required to wear same. The Employer shall replace uniforms as required due to wear and tear.

ARTICLE 33 – MORE FAVOURABLE RATE

33.01 An employee who is at present receiving a more favourable rate than is specified herein shall continue at that rate while in the classification until the rate of the job passes their current rate.

ARTICLE 34 - PAY DAYS

34.01 Employees shall be paid by direct deposit every second Friday subject to the following provisions:

- (a) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and changes in rate of pay and itemization of all deductions.

ARTICLE 35 - PRINTING OF THE AGREEMENT

35.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties. In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 36 – GENERAL

36.01 An employee shall be permitted to wear a Union pin.

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

36.03 The Employer agrees that they will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this collective agreement.

ARTICLE 37 – HEALTH AND WELFARE PLAN

37.01 The parties agree that the specific terms of the following benefits will be governed by the Insurance Plans. In general terms the following will apply to all full-time employees. (Changes for the current agreement to be effective within 60 days of ratification):

- Accidental Death, Disease and Dismemberment: \$25,000.
- Life Insurance: \$20,000 to \$25,000.
- Dental:
 - (a) Basic Service – Plan will pay 80% per calendar year including periodontics and endodontics.
 - (b) Restoration Services – Plan will pay 50% per calendar year.
 - (c) Combined limit of \$2,500 per calendar year for both Basic and Restorative Services.
- Prescription Drugs: Direct pay Plan providing 80% of the cost of prescription drugs to a maximum of \$10,000 annually.
- Optical: Plan provides \$300 every two years for family members.

Extended Health Care Benefits include semi-private hospital accommodation costs, paramedical service assistance, travel benefits, private duty nursing and hearing aids. Details will be made available.

The premiums for the Benefit Plan will be paid 70% by the Employer. The Employees will pay the remainder.

Part-time employees who are regularly scheduled to work at least twenty-four (24) hours each week will receive \$0.40 per hour worked, paid quarterly, which can be used to purchase benefits. To this end, the Employer will discuss with part time employees their cost to enrol in the Company Benefit Plan as set out above.

37.02 The Employer agrees to continue to pay 50% of the cost of the Medical Services Plan on behalf of each employee.

ARTICLE 38 – FUTURE LEGISLATION

38.01 If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement.

ARTICLE 39 - EFFECTIVE AND TERMINATING DATES

39.01 The Agreement shall be effective from date of ratification and shall remain in force and be binding upon the parties until December 31, 2021 and from year to year thereafter unless notice to bargain is given by either party prior to the expiry of the collective agreement or the anniversary date thereafter.

ARTICLE 40 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

40.02 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.

40.03 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 date of ratification to December 31, 2021.

ARBOURSIDE COURT

Wages Schedule

Classification	Current	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
		2.75%	2.50%	2.50%
Chef	\$23.72	\$24.37	\$24.98	\$25.60
Chef 2	\$17.64	\$18.13	\$18.58	\$19.04
Activity Coordinator	\$19.20	\$19.73	\$20.22	\$20.73
Activity Aide	\$15.91	\$16.35	\$16.76	\$17.18
Housekeeping Supervisor	\$17.25	\$17.72	\$18.16	\$18.61
Housekeeping Lead Hand	\$16.36	\$16.81	\$17.23	\$17.66
Kitchen Helper Lead Hand	\$16.36	\$16.81	\$17.23	\$17.66
Receptionist	\$15.91	\$16.35	\$16.76	\$17.18
Housekeeping	\$15.23	\$15.65	\$16.04	\$16.44
Server	\$15.23	\$15.65	\$16.04	\$16.44
Kitchen Prep	\$15.23	\$15.65	\$16.04	\$16.44
Dishwasher	\$15.23	\$15.65	\$16.04	\$16.44

For the first six months of their employment, employees hired after the date of ratification will be paid at 80% of the lowest rate paid in their classification at the time of hire or the lowest rate paid on the date of ratification in their classification whichever is higher.

Employees who work the night shift* will receive an additional \$0.25 per hour for the entire shift.

*Night shift defined: majority of hours worked between 11 pm & 7 am.

Letter of Understanding #1

Between

Hospital Employees' Union

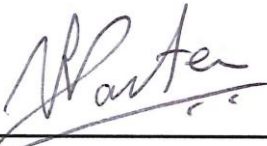
And

**Arbourside Management Ltd.
Operating as Arbourside Court**

Re: Parking

The Employer agrees to try and maintain the current practice of providing parking spaces for employees. The Union recognizes that these spaces are not under the Employer's sole control and changes may occur in the future. Should changes occur, the Employer shall notify the Union and the parties will meet to discuss these changes and any possible alternatives.

**Signed on behalf of the
Union:**



Victor Porter
HEU Negotiator

Date: April 3, 2019

**Signed on behalf of the
Employer:**



Jessica Diebolt
General Manager

Date: April 18/19

Letter of Understanding #2

Between

Hospital Employees' Union

And

**Arbourside Management Ltd.
Operating as Arbourside Court**

Re: Meals

The Employer agrees that the current practice of meals will continue. Kitchen employees will be provided meals while all other employees may purchase a lunch for \$2.00 and a dinner for \$4.00.

**Signed on behalf of the
Union:**



Victor Porter
HEU Negotiator

Date: April 3, 2019

**Signed on behalf of the
Employer:**



Jessica Diebolt
General Manager

Date: Apr. 18/19

Letter of Understanding #3

Between

Hospital Employees' Union


And

**Arbourside Management Ltd.
Operating as Arbourside Court**

Re: Use of Employee Vehicles

The Employer agrees that employees will not be asked by the Employer to provide transportation to the residents of Arbourside on the Employer's behalf or use their vehicles on company business.

**Signed on behalf of the
Union:**



Victor Porter
HEU Negotiator

Date: April 3, 2019

**Signed on behalf of the
Employer:**



Jessica Diebolt
General Manager

Date: April 18 2019

Letter of Understanding #4

Between

Hospital Employees' Union

And

**Arbourside Management Ltd.
Operating as Arbourside Court**

Re: Extended Hours Schedules

The Employer may continue its current practice related to extended hours, including its current practices regarding meal breaks, rest periods and pay.

The purpose of this provision is to provide for the equivalent application of the provisions of the collective agreement to all employees regardless of shift schedule and the provisions set out below shall be interpreted and applied accordingly.

Changes to current practices, including establishment of an extended hours schedule to employees currently working a standard work day, shall be subject to consultation with the Union, and shall not be implemented without the agreement of the Union, which shall not be unreasonably withheld.

Notwithstanding any provisions to the contrary in the collective agreement, extended hours schedules shall be subject to the following:

1. Extended Hours Schedules

- a. No employee shall be scheduled to work longer than 12 hours in a day.
- b. No employee shall be scheduled to work an average of

more than 40 hours per week over the agreed upon averaging period.

- c. An employee subject to an extended hours schedule shall receive straight time pay for all hours worked pursuant to the schedule.

For all other purposes of the collective agreement, 37.5 to 40 hours worked shall be treated as five working days. Benefits calculated by reference to days (e.g. leaves, including unpaid, compassionate and sick leave, vacation and statutory holidays) shall be granted on the basis of the average hours of work in a week over the averaging period divided by five (5). (For example, if the hours of work in a week average 37.5 hours, the benefit shall be based on 7.5 hours pay.) OR in the case of a schedule averaging 40 hours per week, one (1) day equals eight (8) hours paid.

An employee who has worked 70% or more of all scheduled shifts in the most recently completed averaging period shall be entitled to statutory holiday pay and statutory holiday pay will also be calculated with respect to the hours worked and rate of pay in the most recently completed averaging period.

2. Consultation on Extended Hours Schedule

Either Party to the agreement may bring concerns regarding extended hours schedules to the attention of the Union/Management Committee.

**Signed on behalf of the
Union:**



Victor Porter
HEU Negotiator

Date: April 3, 2019

**Signed on behalf of the
Employer:**



Jessica Diebolt
General Manager

Date: April 18/19

Addendum #1

Casual Employees

1. A list of casual employees, comprised of casual and any part time employees who also register for casual work, will be maintained by the Employer.
2. Casual Employees will accrue seniority based on hours worked.
3. Casual Employees shall serve a probationary period of four-hundred (400) hours.
4. Casual Employees are entitled to all benefits of the collective agreement except the following:
 - Article 11.02, 11.04, 11.05
 - Article 15.01, 15.02, 15.03, 15.04, 15.05, 15.06
 - Article 17.01
 - Article 19.09
 - Article 22.04, 22.05, 22.06, 22.07
 - Article 23.01, 23.02, 23.03, 23.06, 23.08
 - Article 24
 - Article 25 in its entirety
 - Article 26.01 (b), (c), (d)
 - Article 27
 - Article 28.01, 28.02 28.04
 - Article 29.01, 29.02, 29.03
 - Article 37
5. The Employer may call in casual employees to perform work so long as hours worked do not breach the collective agreement.
6. Employees on the casual list will be paid at the rate of pay for the classification in which she/he is working.

7. Casual employees will be called in as follows:
 - Employees will be placed on the list in classifications for which they have the skill and ability to perform. They will be in their descending order of seniority.
 - Casual employees shall be called in order of the most qualified senior employee provided the work would not require overtime pay.

8. All calls made by the Employer pursuant to 7 above shall be recorded in a log book maintained for that purpose. The log will show the name of the casual/part time employee called, the date and time that the call was made, the job required to be performed and its time and date, whether the employee accepts or declines the work or fails to respond to the call, and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies of any of its pages.

A casual shift may be cancelled by the Employer at any time prior to its commencement on any day

9. Each casual employee must provide the Employer with one or two telephone numbers where the employee can be reached. In the event that voicemail, a pager or an answering machine is reached, the Employer shall leave a message including date and time of the call.

10. A casual employee who accepts a work assignment has the same obligation to fulfill the work assignment as a regularly scheduled employee.

11. The seniority list of casual employees will be updated and posted every three months – January 1, April 1, July 1 and October 1 in each year. The list will be sent to the Union.

12. Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
13. For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one shift and the commencement of the next.
14. Casual employees may post for jobs under Article 12.01 and become regular employees. Their seniority shall be calculated by converting all hours worked as a casual into full time shifts and making the appropriate adjustment to the casual's starting date.
15. Casual Employees working in a temporary vacancy for longer than three (3) months shall be entitled to the Health & Welfare benefits as defined by the collective agreement until the incumbent returns or they leave the position.
16. Casual Employees will receive 4% vacation pay. At the employees option the 4% maybe added onto each pay-cheque or placed in a bank to be paid out upon request but at least once every 12 months.
17. Issues arising with Casual employees may be discussed at Union Management meetings.
18. Casual Employees who have not accepted work for period of 6 or more months may be removed from the Casual list. Casual Employees who have notified the employer in writing of unavailability for an extended period due to pregnancy, illness, injury or education will be exempt from this clause.

Addendum #2

Casual Employees Call-Out Procedure

- (a) The Employer shall call, by telephone, only those casual 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 need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called. Employees shall be entitled to register one (1) telephone number.
- (b) 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 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 the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
- (c) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

Addendum #3

Electronic Casual Call Out

The following is added as an addendum to the collective agreement, as a pilot project, with either Party being able to serve a minimum of 30 days' notice to revert to the call out language found in the body of the Collective Agreement. If issues arise the parties shall meet and make every effort to resolve these before serving notice as above.

7. The manner in which casual employees will be contacted for relief work shall be as follows:

Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number and indicate their preference (text or phone) of how they wish to be contacted for relief work.

- I. The Employer shall commence by calling/contacting the most senior qualified employee. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine or voicemail 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. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.
- II. If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until

a casual employee is found who is ready, willing and able to work.

- III. When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone as per a, b, and c below. Employees without text options registered, shall be called as per 7 (II) above at the phone number provided.
- (a) Where a vacancy is known less than 8 hours in advance, the casual employee shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or blocks of shifts within the time limit.
 - (b) Where a vacancy is known more than 8 hours, but less than 48 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - (c) Where a vacancy is known more than 48 hours in advance, the casual employees shall have 4 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - (d) The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shift at the time of the call out.
- IV. A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- V. All electronic communications regarding relief work shall include the following in the message:
- (a) Time of the electronic call out.
 - (b) Details of relief work being offered, including date, location and shift times.

- (c) Appropriate response time (see point III a, b, c above).
- (d) Number for employees to respond to.

It will not be a violation of this provision for the Employer to contact relatively junior employees to determine availability to work prior to receiving a response from the senior employee within the applicable time limit. It is understood that this in no way affects the entitlement of the senior employee to accept the shift within the prescribed time limit.

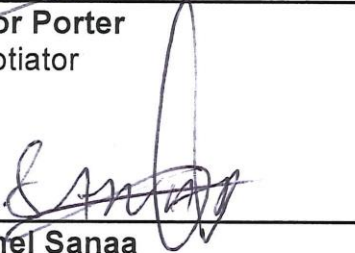
**SIGNED ON BEHALF OF
THE UNION:**



Máire Kirwan
Coordinator of Private Sector



Viëtor Porter
Negotiator




Djamel Sanaa
Bargaining Committee



Wendy Scott
Bargaining Committee

April 3, 2019
Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jessica Diebolt
General Manager



Jeff Jones
Administrator

April 18 /19.
Date Signed