

**COLLECTIVE AGREEMENT**

**Between**

**HOSPITAL EMPLOYEES' UNION**



**And**

**AUGUSTINE HOUSE SOCIETY**

**FOR THE PERIOD**

**July 1, 2016 – June 30, 2020**

Note: underlined text is new language for 2016-2020

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# TABLE OF CONTENTS

## Contents

Page #

<b>ARTICLE 1 - PURPOSE OF THE AGREEMENT</b> .....	<b>1</b>
1.01 PREAMBLE .....	1
1.02 NON-DISCRIMINATION AND RESPECTFUL WORKPLACE .....	1
1.03 COMPLAINTS PROCEDURE .....	3
1.04 RESPECTFUL CONDUCT IN THE WORKPLACE .....	3
<b>ARTICLE 2 - RECOGNITION OF THE UNION</b> .....	<b>3</b>
2.01 SOLE BARGAINING AGENCY .....	3
2.02 UNION SHOP .....	4
2.03 UNION CHECK-OFF .....	4
2.04 INDUCTION .....	5
2.05 SHOP STEWARDS .....	5
2.06 BADGES AND INSIGNIA .....	6
2.07 BULLETIN BOARDS .....	6
2.08 MEETING ROOM .....	6
2.09 NOTICE OF UNION REPRESENTATIVE VISITS .....	6
<b>ARTICLE 3 - DEFINITIONS</b> .....	<b>7</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 5 - LEGAL PICKET LINE</b> .....	<b>7</b>
5.01 STRIKES OR LOCKOUTS .....	7
5.02 LEGAL PICKET LINES .....	7
<b>ARTICLE 6 - DISCUSSION OF DIFFERENCES</b> .....	<b>8</b>
6.01 UNION COMMITTEE .....	8
6.02 UNION/MANAGEMENT MEETINGS .....	8
<b>ARTICLE 7 - GRIEVANCE PROCEDURE</b> .....	<b>8</b>
7.01 UNION REPRESENTATION .....	8
7.02 GRIEVANCE INVESTIGATIONS .....	9
7.03 RIGHT TO GRIEVE DISCIPLINARY ACTION .....	9
7.04 EVALUATION REPORTS .....	10
7.05 PERSONNEL FILE .....	10
7.06 GRIEVANCE PROCEDURE .....	11
7.07 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE .....	12
7.08 TIME LIMITS .....	12
7.09 EXPEDITED ARBITRATIONS .....	12
7.10 INDUSTRY TROUBLESHOOTER .....	13
<b>ARTICLE 8 - ARBITRATION</b> .....	<b>14</b>

# TABLE OF CONTENTS

## Contents

Page #

8.01	COMPOSITION OF BOARD .....	14
8.02	AUTHORITY OF ARBITRATION BOARD .....	14
8.03	EMPLOYEE CALLED AS A WITNESS.....	15
8.04	EXPENSES OF ARBITRATION BOARD.....	15
<b>ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS .....</b>		<b>15</b>
9.01	REGULAR FULL-TIME EMPLOYEES.....	15
9.02	REGULAR PART-TIME EMPLOYEES .....	15
9.03	CASUAL EMPLOYEES .....	16
9.04	RESTRICTION OF EMPLOYEE STATUS.....	16
<b>ARTICLE 10 - PROBATIONARY PERIOD .....</b>		<b>16</b>
<b>ARTICLE 11 - JOB POSTINGS AND APPLICATIONS .....</b>		<b>17</b>
11.02	TEMPORARY VACANCIES LESS THAN 60 DAYS .....	17
<b>ARTICLE 12 – SENIORITY .....</b>		<b>19</b>
12.01	PROMOTION, TRANSFER, DEMOTION .....	19
12.02	QUALIFYING PERIOD .....	19
12.03	TEMPORARY PROMOTION OR TRANSFER.....	20
12.04	SENIORITY DATES .....	20
12.06	LOSS OF SENIORITY.....	21
12.07	EMPLOYMENT ABANDONED .....	21
<b>ARTICLE 13 - JOB DESCRIPTIONS .....</b>		<b>21</b>
<b>ARTICLE 14 - NEW AND CHANGED POSITIONS .....</b>		<b>22</b>
14.01	NOTICE OF NEW POSITIONS .....	22
<b>ARTICLE 15 - SHIFT PREMIUMS .....</b>		<b>22</b>
<b>ARTICLE 16 – RESPONSIBILITY PAY.....</b>		<b>23</b>
<b>ARTICLE 17 - TECHNOLOGICAL CHANGE.....</b>		<b>23</b>
17.03	TECHNOLOGICAL DISPLACEMENT.....	23
<b>ARTICLE 18 - REDUCTION IN WORK FORCE .....</b>		<b>23</b>
18.03	BUMPING .....	24
<b>ARTICLE 19 - SCHEDULING PROVISIONS.....</b>		<b>25</b>
18.02	UNUSUAL JOB REQUIREMENTS OF SHORT DURATION.....	27
<b>ARTICLE 20 - HOURS OF WORK .....</b>		<b>28</b>
20.01	CONTINUOUS OPERATION.....	28

# TABLE OF CONTENTS

<b>Contents</b>	<b>Page #</b>
20.02 HOURS OF WORK.....	28
20.03 REST AND MEAL PERIODS.....	28
<b>ARTICLE 21 - OVERTIME.....</b>	<b>29</b>
<b>ARTICLE 22 - CALL-BACK.....</b>	<b>31</b>
<b>ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT.....</b>	<b>31</b>
<b>ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS.....</b>	<b>31</b>
<b>ARTICLE 25 - TRANSPORTATION ALLOWANCE.....</b>	<b>31</b>
<b>ARTICLE 26 - STATUTORY HOLIDAYS.....</b>	<b>32</b>
26.01 STATUTORY HOLIDAYS.....	32
<b>ARTICLE 27 - VACATIONS.....</b>	<b>33</b>
27.01 VACATION ENTITLEMENT.....	33
27.02 SPLITTING OF VACATION PERIODS.....	33
27.03 VACATION PAY.....	34
27.04 VACATION ENTITLEMENT UPON DISMISSAL.....	34
27.06 VACATION CARRYOVER.....	34
<b>ARTICLE 28 - BEREAVEMENT LEAVE.....</b>	<b>34</b>
<b>ARTICLE 29 - FAMILY RESPONSIBILITY LEAVE.....</b>	<b>35</b>
<b>ARTICLE 30 - JURY DUTY.....</b>	<b>35</b>
<b>ARTICLE 31 - LEAVE - UNPAID.....</b>	<b>36</b>
31.01 UNPAID LEAVE.....	36
31.02 UNPAID LEAVE - AFTER THREE YEARS.....	36
31.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS.....	36
31.04 UNPAID LEAVE - UNION BUSINESS.....	37
<b>ARTICLE 32 - MATERNITY LEAVE.....</b>	<b>38</b>
32.01 MATERNITY LEAVE.....	38
32.02 PARENTAL LEAVE FOR BIRTH AND ADOPTING PARENTS.....	39
<b>ARTICLE 33 - ADOPTION LEAVE.....</b>	<b>40</b>
<b>ARTICLE 34 - PERSONAL AND EMPLOYER PROPERTY.....</b>	<b>40</b>
<b>ARTICLE 35 - VACCINATION AND INOCULATION.....</b>	<b>41</b>
35.01 VACCINATION.....	41
<b>ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>41</b>

# TABLE OF CONTENTS

<b>Contents</b>	<b>Page #</b>
36.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE .....	41
36.02 TRAINING AND ORIENTATION .....	42
36.03 REPORTING UNSAFE CONDITIONS AND REFUSAL OF UNSAFE WORK .....	43
36.04 WORKLOAD PROBLEMS .....	44
36.05 WORKING ALONE OR IN ISOLATION.....	44
36.04 PROTECTIVE CLOTHING AND EQUIPMENT .....	44
<b>ARTICLE 37 – BENEFIT PLAN AND HEALTH CARE PLANS .....</b>	<b>45</b>
37.02 HEALTH CARE PLANS .....	45
<b>ARTICLE 38 - PAY DAYS .....</b>	<b>45</b>
<b>ARTICLE 39 - UNIFORMS .....</b>	<b>46</b>
<b>ARTICLE 40 - PRINTING OF THE AGREEMENT .....</b>	<b>46</b>
<b>ARTICLE 41 - EFFECTIVE AND TERMINATING DATES.....</b>	<b>47</b>
41.01 EFFECTIVE AND TERMINATING DATES.....	47
41.02 EFFECTIVE DATE OF WAGES AND BENEFITS .....	47
<b>ARTICLE 42 - SAVINGS CLAUSE.....</b>	<b>47</b>
<b>ARTICLE 43 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE .....</b>	<b>48</b>
<b>ARTICLE 44 – REGISTERED RETIREMENT SAVINGS PLAN .....</b>	<b>50</b>
<b>ARTICLE 45 - VOLUNTEERS.....</b>	<b>50</b>
<b>WAGE SCHEDULES .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>53</b>
RE: NON CONTRACTING OUT .....	53
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>54</b>
RE: ASSIGNMENTS OF 2 HOURS OR MORE .....	54
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>55</b>
RE: CHANGE IN SCHEDULES .....	55
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>56</b>
RE: VISION CARE.....	56

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

### **1.01 PREAMBLE**

Whereas the right of the residents to uninterrupted, skilful and efficient attention cannot be questioned, and it is obligation upon the employer and its employees that efficient operation of the employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the employer and its employees;

And whereas the union is a trade union formed by and including certain employees of the employer;

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

Now therefore this agreement witnessed that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

### **1.02 Non-Discrimination and Respectful Workplace**

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

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.

The Union and the Employer recognize the right of employees to work in an environment free from discrimination, personal and/or

**Augustine House Society / Hospital Employees' Union**  
**July 1, 2016 to June 30, 2020**

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sexual harassment and bullying, and the Employer shall take such actions as are necessary with respect to any person engaging in these behaviours in the workplace.

(a) Discrimination is an action or a decision that treats a person negatively for reasons because of:

- i) race,
- ii) colour,
- iii) ancestry,
- iv) place of origin,
- v) political beliefs,
- vi) religion,
- vii) marital status,
- viii) physical or mental disability,
- ix) sex,
- x) gender expression,
- xi) age,
- xii) sexual orientation

(b) Bullying and Harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that worker to be humiliated, degraded or intimidated, but excludes any reasonable action taken by the Employer or Supervisor relating to the direct management and direction of Employees in the workplace.

The Union and The Employer agree that employees who engage in any discrimination, personal and/or sexual harassment or bullying may be disciplined up to and including termination.

The Employer's policies shall be followed and will be consistent with this Article and governing laws and regulation.

The Employer will provide workplace orientation,

instruction and/or in-service regarding the Employer's Policy and Procedure to all employees. This shall include but is not limited to discrimination, bullying and personal and/or sexual harassment.

### **1.03 Complaints Procedure**

- (a) Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.
- (b) An employee who witnesses or experiences personal or sexual harassment, bullying or discrimination, may complain by filing any of the following:
- A verbal or written complaint with the Employer for investigation.
  - WorkSafeBC complaint.
  - Human Rights complaint.
- (c) The employee may have Union representation at any point of the process.
- (d) Complaints under this article shall be treated in strict confidence by all Parties involved.

### **1.04 Respectful Conduct in the Workplace**

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

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.01 Sole Bargaining Agency**

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

## **2.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

Article 7.06 - Grievance Procedure

Article 7.07 - Dismissal/Suspension for Alleged Cause

## **2.03 Union Check-Off**

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

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

**Augustine House Society / Hospital Employees' Union**  
**July 1, 2016 to June 30, 2020**

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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.

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

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Every three months, commencing in January, the Employer shall provide to the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, including their name, home address, home phone number, home email address (if known to the employer), job title/class, date of hire and seniority. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion to [memberupdates@heu.org](mailto:memberupdates@heu.org).

#### **2.04 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

#### **2.05 Shop Stewards**

The Employer agrees to the operation of a Shop Steward system

which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall unduly interfere with the employer's operations, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty and where his/her absence would unduly interfere with the employer's operations, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

## **2.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward badges.

## **2.07 Bulletin Boards**

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the union.

## **2.08 Meeting Room**

The employer shall provide the Union reasonable access to an on-site conference room, upon request, based upon availability and notice received.

## **2.09 Notice of Union Representative Visits**

The Union shall inform the Employer with as much notice as

possible when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Approval of the visit shall not be unreasonably denied by the Employer. Such visits shall not interrupt the operation of the facility and shall not disrupt residents or their families.

## **ARTICLE 3 - DEFINITIONS**

### **Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year. Employees may not have more than one person designated as a spouse at the same time.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, promotion, discipline, discharge and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 5 - LEGAL PICKET LINE**

### **5.01 Strikes or Lockouts**

There shall be no strikes or lockouts of any kind so long as the agreement continues to operate. Any such strike or lockout must meet the criteria established by the Labour Relations Board.

### **5.02 Legal Picket Lines**

Refusal to cross or to work behind a picket line that is legally

established pursuant to the Labour Relations Code of B.C. shall not constitute cause for discipline or dismissal. A refusal to cross a picket line that affects the maintenance of essential service levels shall be a disciplinary offence attracting discipline up to and including discharge. An employee who refuses to cross or work behind a picket line pursuant to this article shall be considered to be absent without pay.

## **ARTICLE 6 - DISCUSSION OF DIFFERENCES**

### **6.01 Union Committee**

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

### **6.02 Union/Management Meetings**

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party.

The employee member(s) of the committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Members of the Committee who attend meetings of the Committee shall accrue seniority only up to the full time scheduled annual hours of work for an employee in their classification.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Union Representation**

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled

during the Shop Steward's hours of work, subject to article 2.05.

No Union Steward or Employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee-Union Steward discussions shall take place when and where the delivery of resident services is not affected.

## **7.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

## **7.03 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in 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. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there is no further infraction. Any document pertaining to Resident Abuse shall

remain on the file for twenty four (24) months, provided there are no further infractions. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

#### **7.04 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.

#### **7.05 Personnel File**

An employee, or the Senior Union Official (or a designated representative of the union local) with the written authority of the employee, shall be entitled to review the employee's personnel file in the office of the Executive Director, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Senior Union Official (or a designated representative of the union local), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the

provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

## **7.06 Grievance Procedure**

### **Grievances**

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitrable, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances of a general nature may be initiated in step two of this grievance procedure.

Grievances shall be processed in the following manner:

### **STEP ONE (1)**

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Immediate Supervisor or his/her designate within seven (7) 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 at this step then;

### **STEP TWO (2)**

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the Executive Director or his/her designate by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Executive Director or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

### **STEP THREE (3)**

The Union Committee and representatives appointed by the Employer shall meet within fourteen (14) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 10 within thirty (30) days.

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

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

#### **7.08 Time Limits**

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party. Failure to comply with the time limits will result in a grievance being deemed abandoned. This shall not prejudice either party on future grievances.

#### **7.09 Expedited Arbitrations**

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (1) Grievances for expedited arbitration shall be scheduled to be heard on a date and at a location mutually agreed by the parties.
- (2) As the process is intended to be non-legal, lawyers will not be used to represent either party. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (5) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (6) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Irene Holden, Judy Korbin, Joan Gordon or a substitute agreed to by the parties.
- (7) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (8) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

## **7.10 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Chris Sullivan, Irene Holden, Paula Butler, Joan Gordon or a substitute agreed to by the parties, shall by mutual agreement:

- (a) Investigate the difference.
- (b) Define the issue in the difference, and
- (c) Make written recommendations to resolve the difference.

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

to appoint such person.

The parties shall jointly bear the cost of the Troubleshooter.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Composition of Board**

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia. In the event that the representatives of the Employer and the Union cannot agree on an Arbitrator within thirty (30) calendar days after the referral to Arbitration, the matter shall be referred to one of the following:

#### **List of Arbitrators:**

1. Chris Sullivan
2. Irene Holden
3. Judy Korbin
4. Joan Gordon

The parties, by mutual agreement, will appoint an arbitrator from this list, may amend the list of arbitrators at any time, or choose an arbitrator who is not on this list.

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

### **8.02 Authority of Arbitration Board**

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

reinstatement of an employee with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

### **8.03 Employee Called as a Witness**

Each party shall bear the expenses of its witnesses and participants, and for the preparation and presentation of its case.

### **8.04 Expenses of Arbitration Board**

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

**8.05** The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

**8.06** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**8.07** The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

## **ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS**

### **9.01 Regular Full-Time Employees**

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

### **9.02 Regular Part-Time Employees**

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

### **9.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee, or to perform emergency or non-recurring temporary workload or short-term relief work as required by the employer. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as outlined in this Collective Agreement.

### **9.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7, Section 7.06 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** For the first four hundred fifty five (455) hours of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

## **ARTICLE 11 - JOB POSTINGS AND APPLICATIONS**

### **11.01**

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

If the vacancy or new job has a duration of sixty (60) days or more, the vacancy or new job including the wage rate, a summary of the job description, the required qualifications, the hours of work including start and stop times and days off, the work area, and the estimated commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

(b) Unless mutually agreed between the employer and the Union, an employee, in any posting (permanent or temporary) of greater than sixty (60) days, cannot post into any temporary posting unless that posting has increased weekly hours.

(c) Applications for Regular positions and temporary vacancies greater than 1 (one) year may be considered by qualified employees from departments other than from which the vacancy arises from.

### **11.02 Temporary Vacancies less than 60 Days**

(a) Notwithstanding clause 11.01, if the vacancy is a temporary 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 qualified regular employees within the department the position is from, who have indicated in writing their desire to work additional hours; any vacancy created by the application of this article will be filled by a qualified casual employee;
- (ii) By casual employees within the department the vacancy is occurring in;

- (iii) In cases of unanticipated or unplanned temporary absences with notice of less than three (3) days, such temporary absences may be first filled by casual employees under part (ii) for a period of up to seven (7) days.
- (iv) If the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;
- (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 12.01.
- (c) It is understood and agreed that all employees, full-time, part-time and casual, who accept a temporary position have an obligation to complete the assignment and are expected to be available to work the entire period of that assignment.

**11.03** The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, bereavement leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

**11.04** Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraph (a) above.

**11.05** The employer shall, within seven (7) calendar days, of the successful applicant being notified, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

**11.06** The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

**11.07** One (1) copy of all postings shall be sent to the Local Union designate within the aforementioned seven (7) calendar days.

## **ARTICLE 12 – SENIORITY**

Seniority shall be defined as the total accumulated straight time paid hours calculated from the last date the employee entered the service of the Employer.

For the purposes of this article, “straight time paid hours” shall include the first twenty (20) days of a leave of absence without pay in a single calendar year, or an accumulation of leaves of absence without pay that total twenty (20) days in a single calendar year.

Employees will accrue a maximum number of seniority hours per year including pay statutory holidays and vacations as per the hours outlined in Article 9.01.

Employees paid for a meal break as a result of being on call will not accrue seniority for the paid meal break time.

### **12.01 Promotion, Transfer, Demotion**

In the promotion, transfer or voluntary demotion of employees, seniority shall be the determining factor where the required qualifications, skills and abilities are relatively equal between two (2) or more employees.

### **12.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying

employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to 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 benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section. The employer may then make a selection from the existing applications, or repost the position.

### **12.03 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 perquisites when the temporary promotion, transfer or demotion terminates.

### **12.04 Seniority Dates**

Seniority lists shall be reviewed and posted every six (6) months. Such seniority dates shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

**12.05** The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.

**12.06 Loss of Seniority**

An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- a) Voluntarily resigns, retires, is retired, or is discharged for just cause; or
- b) Is absent from work by reason of layoff for more than twelve (12) months.

**12.07 Employment Abandoned**

An employee who fails to report for work and does not notify his/her manager within three (3) days of the scheduled shift, and who cannot give an acceptable reason for his/her absence, shall be considered to have abandoned the position and their seniority rights shall cease and his/her employment shall be deemed terminated.

**ARTICLE 13 - JOB DESCRIPTIONS**

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Shop Steward, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:

- (i) The job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
- (ii) The job is properly remunerated in relation to the existing wage schedule; and,
- (iii) Any qualifications established for the job are relevant and reasonable.

## **ARTICLE 14 - NEW AND CHANGED POSITIONS**

### **14.01 Notice of New Positions**

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within thirty (30) calendar days after such notice, such classification and wage rate shall be considered as agreed to.

**14.02** The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

## **ARTICLE 15 - SHIFT PREMIUMS**

Employees working the evening shift, (working the majority of hours between 4:00PM and 12:00AM) shall be paid a shift differential of thirty cents (\$0.30) per hour for the entire shift worked.

Employees working the night shift (working the majority of hours between 12:00AM and 8:00AM) shall be paid a shift differential of one-dollar and twenty-five cents (\$1.25) per hour for the entire shift worked.

**ARTICLE 16 – RESPONSIBILITY PAY**

One Nurse, designated by the Employer, shall be responsible for the Residence or Nights and Weekends, and will receive premium of \$0.75 per hour for hours worked.

**ARTICLE 17 - TECHNOLOGICAL CHANGE**

**17.01** As per Section 54 of the Labour Relations Code, where the Employer intends to introduce technological change which affects the job security of employees, the employer shall give notice consistent with the Labour Relations Code.

**17.02** The Employer and the union shall meet within twenty-one (21) days of the date of the notice and shall make every reasonable effort to reach an agreement

**17.03 Technological Displacement**

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 17 and Article 18.

**ARTICLE 18 - REDUCTION IN WORK FORCE**

**18.01** In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off. A reduction or increase of 20% or more of an employee's original scheduled hours of work per week shall be considered a layoff.

The above article notwithstanding, when there is any proposed reduction or increase in hours, the Union will be consulted and discussion will ensue between Union and Employer to ensure that this process is undergone in a fair and reasonable way.

**18.02** The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:

One (1) week's pay in lieu of notice, after three (3) months;  
Two (2) weeks' pay in lieu of notice, after twelve (12) months;  
Three (3) weeks' pay in lieu of notice, after three (3) years,

plus an additional week for each additional year of employment to a maximum of eight (8) weeks.

### **18.03 Bumping**

It is agreed that in instances where a job is eliminated, or significantly changed the following shall apply:

- (a) Employees shall be laid off in reverse order of seniority.
- (b) A laid off employee may accept the layoff or bump the most junior employee with the same hours or a less senior employee with less hours, provided the employee possesses the ability and is qualified to perform the job of the less senior employee. The Employer shall supply to the Employee and the Union designates a list of all employees that may be bumped by the Employee. Bumping rights must be exercised within seven (7) days of notification of lay off by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

- (c) Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

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

**18.05** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability and qualifications of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.03 of this Agreement.

**18.06** Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local Union designate.

**18.07** 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. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start

and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 22. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place. The Employer may change an employee's start and stop times with less than fourteen (14) days' notice in cases of emergency or circumstances beyond the Employer's control.

- (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, unless otherwise mutually agreed.
- (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 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one 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) Regular Employees will be allowed to exchange shifts with other Regular Employees for personal convenience under the following conditions:
  - i. The Employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
  - ii. The Employee being replaced must be replaced by another Employee appropriately qualified, as determined by the Manager or designate; and

- iii. The exchange must receive prior approval which will not be unreasonably withheld, from the Manager and/or his/her designate; and
- iv. There is no increase in cost to the employer.

Regular employees may exchange shifts, by mutual agreement, and with approval, with casual employees, provided:

- i. The casual employee is scheduled on a specific posted schedule; and
- ii. The exchange occurs within that specific posted schedule.

All of the criteria and qualifiers for exchanges as set above apply.

Casual employees cannot initiate exchanges with other casual employees unless the two are in a specific posted schedule.

- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

### **18.02 Unusual Job Requirements of Short Duration**

The nature of the retirement home industry is such that at times it is necessary for an Employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed.

It is understood that an Employee shall not be expected to perform a task for which he/she is not adequately trained.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

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

### **20.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 35 to 40 hours per week, 7 to 8 hours per day, or an equivalent mutually agreed by the parties. Hours of work for each regular full-time employee working extended hours shall be 44-48 hours per week, 11 to 12 hours per day.
- (b) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (c) Regular employees shall receive no less than two (2) consecutive rest days off each week, unless mutually agreed between the Employer and the employee. Every employee shall have at least one (1) day off in a seven (7) day period.
- (d) Regular employees may register for casual shifts if their hours of work do not exceed (a) and (c) above.

### **20.03 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 a full shift shall receive one (1) rest period.

Employees working an extended hours shift shall receive three (3) fifteen (15) minute rest periods.

#### **(b) Meal Periods**

All employees covered by this Collective Agreement

working more than five (5) hour shift shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

Employees working an extended hours shift shall receive two (2) one-half (1/2) hour meal periods.

## **ARTICLE 21 - OVERTIME**

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

- (1) The rate of time and one-half of their basic hourly rate of pay for the first four (4) hours of overtime and double time thereafter;
- (2) The rate of time and one half of their basic hourly rate of pay for all hours worked on a scheduled day off, provided the employee has completed their regular schedule.  
(Subject to Article 20.02)

**21.02** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by their Manager or his/her Designate.

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employee shall be paid overtime at the rate of time and one half the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours in that day.

**21.04** An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal. One-half (1/2) hour with pay shall

be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.07 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

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

**21.06** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

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

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

**ARTICLE 22 - CALL-BACK**

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

**ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT**

Any employee, except those covered by Article 22, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

**ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

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

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

**ARTICLE 25 - TRANSPORTATION ALLOWANCE**

An employee who is required to use his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-two cents (\$0.52) per kilometre.

## **ARTICLE 26 - STATUTORY HOLIDAYS**

### **26.01 Statutory Holidays**

The following shall be recognized as 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
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

All regular employees will accrue statutory holiday pay and time off at the rate of 4.8% of all straight time hours paid. Statutory holiday lieu pay accrual can be taken in pay or used to take as paid day(s) off to be scheduled at a mutually agreed time between the Employer and the Employee. Any monies remaining in the employee's statutory holiday lieu pay accrual will be paid out at the end of the calendar year.

**26.02** Regular employees who are required to work on a statutory holiday, except Christmas Day, shall be paid at the rate of time-and-one-half (1-1/2) in addition to a day off with pay, or pay in lieu, at the option of the employee.

Regular employees who are required to work Christmas Day, shall be paid at double time (x2) in addition to a day off with pay, or pay in lieu, at the option of the employee.

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

**26.04** All employees scheduled to work on any of the statutory holidays as listed in Article 26 shall not have their normal hours of

work reduced.

**26.05** Except as otherwise provided in this Agreement, employees on leave of absence, excluding vacation, will not be eligible for paid holidays.

**26.06** For the purposes of the holiday, the night shift is the first shift of the day.

## **ARTICLE 27 - VACATIONS**

### **27.01 Vacation Entitlement**

All employees shall be credited for and granted vacations earned up to June 30<sup>th</sup> each year.

Employees will receive vacation time based on total completed calendar months employed from July 1<sup>st</sup> to June 30<sup>th</sup>.

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

1<sup>st</sup> and 2<sup>nd</sup> years of regular employment - 10 work days at 4%;  
3<sup>rd</sup> to 6<sup>th</sup> years of regular employment - 15 work days at 6%;  
7<sup>th</sup> and subsequent years of regular employment - 20 work days at 8%

This provision applies when the qualifying date occurs on or before June 30<sup>th</sup> in each year.

For the purposes of determining vacation entitlement, unpaid leaves of absence shall not constitute a break in service in accordance with 31.03 (b).

### **27.02 Splitting of Vacation Periods**

Employees shall submit their annual vacation requests to the Employer by February 1<sup>st</sup> of each year. The Employer shall respond to vacation requests submitted by February 15<sup>th</sup>.

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

Employees must take at least one (1) period of vacation which is at least seven (7) consecutive calendar days in duration.

### **27.03 Vacation Pay**

Vacation pay shall be paid in accordance with Article 38.

### **27.04 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 27.01.

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

### **27.06 Vacation Carryover**

An employee who is entitled to a minimum of fifteen (15) work days' vacation may elect to carry over no more than five (5) vacation days to the following calendar year. The vacation carried over must be taken by March 31<sup>st</sup> of that following calendar year.

## **ARTICLE 28 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death

upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

## **ARTICLE 29 - FAMILY RESPONSIBILITY LEAVE**

**29.01** An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

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

## **ARTICLE 30 - JURY DUTY**

**30.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits, to a maximum of five days. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, provided this do not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court. Employees who are relieved of Jury Duty with four (4) hours or more remaining in their shift shall report to work and complete their shift. The employee shall be required to furnish proof of Jury Duty requirement and duty pay received.

## **ARTICLE 31 - LEAVE - UNPAID**

### **31.01 Unpaid Leave**

- a) Requests by employees for unpaid leave of absence shall be made in writing to the Department Manager or his/her Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.
- b) Unpaid leaves of absence will be granted once there are no benefit bank funds available to the employee.
- c) Unpaid leaves of absence will be granted subject to operational requirements.
- d) Requests for vacation will take priority over requests for unpaid leaves of absence.

### **31.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, a regular employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice with a minimum of two calendar weeks' notice. The duration of the leave of absence shall not exceed one calendar year.

Every reasonable effort shall be made to comply with such requests providing that replacement to ensure proper operation of the employer's business can be found.

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

- a) Any employee granted unpaid leave of absence shall continue to accumulate seniority, benefits and continuous service for the first twenty (20) days of the leave of absence without pay, or an accumulation of leaves of absence without pay in a single calendar year which total twenty (20) days of an employees' current posted regular work schedule.

- b) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any calendar year, the employee shall not accumulate further seniority or benefits until the employee returns to work.
- c) Subsequent to the twenty (20) days leave of absence without pay referred to in this article, employees may opt to pay the full health benefit premiums for a maximum of an additional three (3) months of coverage.

### **31.04 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.
  - (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) For employees who are representatives of the Union on a Bargaining Committee.
  
- (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 rate 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 permanent full-time basis.

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of seven (7) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 32 - MATERNITY LEAVE**

### **32.01 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' notice prior to the commencement of maternity

leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

- (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.

### **32.02 Parental Leave for Birth and Adopting Parents**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 33.01). 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 thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 33.01). 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 (1) 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 33.01 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.

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

### **ARTICLE 33 - ADOPTION LEAVE**

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

### **ARTICLE 34 - PERSONAL AND EMPLOYER PROPERTY**

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

**34.02** Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

## **ARTICLE 35 - VACCINATION AND INOCULATION**

### **35.01 Vaccination**

- a) Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation another immunization or follow established public health policies and recommendations when deemed necessary by the Medical Health Officer, may be dismissed by the Employer.
- b) Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

## **ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY**

### **36.01 Occupational Health and Safety Committee**

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with two representatives each from the Employer and the Union and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) 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 Occupational Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

- (c) The Occupational Health and Safety Committee may use the resources WorkSafe BC to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.
- (d) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

### **36.02 Training and Orientation**

- (a) The Employer will provide orientation, instruction or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.
- (b) In-service and/or instruction in caring for aggressive residents will be made available to employees. When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to those employees who may be required to care for that resident. The information will include specific instructions on the approach to take when providing care to that aggressive resident. Employees who

encounter an unsafe situation involving an aggressive resident are encouraged to seek assistance from any other available staff.

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

### **36.03 Reporting Unsafe Conditions and Refusal of Unsafe Work**

The BC Occupational Health and Safety (OH&S) Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report in as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

The OH&S Regulation also requires that a person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

A worker who refuses to carry out a work process or operate a tool, appliance or equipment must immediately report the circumstances of the unsafe condition to his or her supervisor or employer. Where a worker does so in compliance with the OH&S Regulation, they shall not be subject to disciplinary action.

(The procedure referenced above can be found in Sections 3.12 and 3.13 of the Occupational Health and Safety Regulations, Workers Compensation Act).

### **36.04 Workload Problems**

The Joint Occupational Health and Safety (JOH&S) Committee will receive complaints and concerns related to safety related workload problems and have the mandate to investigate those concerns and define the issue. The JOH&S committee will inform the employer with a recommendation for a solution and the employer will respond to those recommendations at the following JOH&S committee meeting.

### **36.05 Working Alone or in Isolation**

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

### **36.04 Protective Clothing and Equipment**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WorkSafeBC Occupational Health and Safety Regulations.
- (b) All such clothing, tools, and equipment shall comply with applicable WorkSafeBC regulations concerning same.

### **36.05**

#### **(a) WorkSafeBC**

Employees who are absent from work and in receipt of WorksafeBC wage-loss replacement benefits shall be considered as being at work and shall receive benefits as if they were employed to a maximum of seventeen (17) weeks.

#### **(b) Employee to Contact Employer**

Employees who are absent from work due to WorksafeBC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding

the status of their condition and/or the anticipated date of return to work.

**(c) Return to Work Following Illness or Injury**

Prior to returning to work, employees who have been absent from work and in receipt of WorksafeBC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

**ARTICLE 37 – BENEFIT PLAN AND HEALTH CARE PLANS**

**37.01**

- (a) Regular employees shall have a Benefits Bank established that will appear on each statement of earnings. Regular employees will receive seven percent (7%) of their regular earnings which shall be used to fund health care plans and for paid leaves related to sick, medical absences.
- (b) Employees must apply for Benefit Bank pay to cover periods of actual time lost from work due to sickness, medical, or accident(s) prior to applying for an unpaid leave of absence.

**37.02 HEALTH CARE PLANS**

The following Health Care Plans as contained in the current Employee Benefits Booklet shall be available to all regular employees, spouses and dependents:

- (1) Medical Services Plan (MSP)
- (2) Added Health Care Plan (Dental, Life, AD&D, Dependent Life and Extended Health Benefits)

The Employer and employees shall equally share the benefits costs for any of the above plans that employees may enroll in.

**ARTICLE 38 - PAY DAYS**

**38.01** Employees shall be paid bi-weekly, by direct deposit,

subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the designation of vacation paid, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the deposit shall be made prior to the established pay day.

### **ARTICLE 39 - UNIFORMS**

The Employer shall repair or replace shirts and vests as required if damaged at work. After one hundred (100) hours of work, the Employer shall supply two (2) shirts or one (1) vest to employees who are required to follow a specific dress code. For regular full time employees, one (1) new shirt will be provided every six (6) months thereafter if required. Regular part time and casual employees will be provided an additional shirt after every eight hundred (800) hours worked.

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

### **ARTICLE 40 - PRINTING OF THE AGREEMENT**

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 41 - EFFECTIVE AND TERMINATING DATES**

### **41.01 Effective and Terminating Dates**

- (i) The Agreement shall be effective July 1, 2016, and shall remain in force and be binding upon the parties until June 30, 2020, and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

### **41.02 Effective Date of Wages and Benefits**

All non-compensatory provisions, wages and benefits shall be effective from Date of Ratification unless otherwise specified in this Collective Agreement.

**41.03** It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Code of British Columbia is excluded from this Agreement.

## **ARTICLE 42 - SAVINGS CLAUSE**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

**ARTICLE 43 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE**

**43.01** The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.
- (d) Intermittent and non-recurring work

**43.02** Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) calendar days, the position shall be posted and filled pursuant to Article 11.

**43.03** Regular employees may also register for casual work provided there are no overtime costs.

**43.04** Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and capable of performing the work being assigned in the job classification for which they are registered.

**43.05** Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing. If availability is provided, the employer shall only be obliged to call an employee on days and shifts that the employee has indicated their availability for.

**43.06** For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

**43.07** Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The

**Augustine House Society / Hospital Employees' Union**  
**July 1, 2016 to June 30, 2020**

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seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

Within two weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.

**43.08** Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, 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 person who made the call.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

**43.09** Regular employees may, at any time, transfer from regular to casual status without any loss of seniority.

**43.10** The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.

**43.11** Casual employees shall receive 8% of their straight time pay in lieu of scheduled vacations and statutory holidays.

**43.12** A casual employee who accepts an assignment shall have the same obligation as a regular employee to complete the assignment.

**43.13** A casual employee may be removed from the casual list if they have not accepted a shift for a period of three (3) months.

**43.14** When an employee accepts voluntarily casual work hours at a higher or lower rated position, they will be paid at the rate of the position.

## **ARTICLE 44 – REGISTERED RETIREMENT SAVINGS PLAN**

Regular employees are eligible for a defined contribution pension plan (RRSP) providing for employee contributions starting from one percent (1%) of straight time regular earnings for the first two (2) years of regular contributions.

After 2 years of continuous contributions, the employer shall match the employees' contribution up to a maximum of 2%.

Enrollment in the RRSP will be optional for employees.

Regular employees will be eligible to contribute to the RRSP upon completion of six (6) calendar months of employment.

## **ARTICLE 45 - VOLUNTEERS**

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

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of Employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

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

**Augustine House Society / Hospital Employees' Union**  
**July 1, 2016 to June 30, 2020**

**Wage Schedules**

	Current	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019
		2.00%	1.00%	1.00%	2.00%
<b>Care Aide</b>					
Start	\$19.97	\$20.37	\$20.57	\$20.78	\$21.19
1872 Hours	\$20.64	\$21.05	\$21.26	\$21.48	\$21.91
3744 Hours	\$21.25	\$21.68	\$21.89	\$22.11	\$22.55
5616 Hours	\$21.86	\$22.30	\$22.52	\$22.75	\$23.20
<b>LPN</b>					
Start	\$26.19	\$26.71	\$26.98	\$27.25	\$27.80
1872 Hours	\$26.86	\$27.40	\$27.67	\$27.95	\$28.51
3744 Hours	\$27.52	\$28.07	\$28.35	\$28.63	\$29.21
5616 Hours	\$28.19	\$28.75	\$29.04	\$29.33	\$29.92
<b>Cook</b>					
Start	\$18.75	\$19.13	\$19.32	\$19.51	\$19.90
1872 Hours	\$19.37	\$19.76	\$19.95	\$20.15	\$20.56
3744 Hours	\$19.97	\$20.37	\$20.57	\$20.78	\$21.19
5616 Hours	\$20.64	\$21.05	\$21.26	\$21.48	\$21.91
<b>Chef</b>					
Start	\$21.08	\$21.50	\$21.72	\$21.93	\$22.37
1872 Hours	\$21.63	\$22.06	\$22.28	\$22.51	\$22.96
3744 Hours	\$22.20	\$22.64	\$22.87	\$23.10	\$23.56
5616 Hours	\$22.75	\$23.21	\$23.44	\$23.67	\$24.14
<b>Housekeeping / Laundry / Dining</b>					
Start	\$16.92	\$17.26	\$17.43	\$17.61	\$17.96
1872 Hours	\$17.52	\$17.87	\$18.05	\$18.23	\$18.59
3744 Hours	\$18.15	\$18.51	\$18.70	\$18.89	\$19.26
5616 Hours	\$18.75	\$19.13	\$19.32	\$19.51	\$19.90

**Augustine House Society / Hospital Employees' Union  
July 1, 2016 to June 30, 2020**

<b>Reception</b>					
Start	\$17.52	\$17.87	\$18.05	\$18.23	\$18.59
1872 Hours	\$18.15	\$18.51	\$18.70	\$18.89	\$19.26
3744 Hours	\$18.75	\$19.13	\$19.32	\$19.51	\$19.90
5616 Hours	\$19.37	\$19.76	\$19.95	\$20.15	\$20.56
<b>Recreation</b>					
Start	\$21.08	\$21.50	\$21.72	\$21.93	\$22.37
1872 Hours	\$21.63	\$22.06	\$22.28	\$22.51	\$22.96
3744 Hours	\$22.20	\$22.64	\$22.87	\$23.10	\$23.56
5616 Hours	\$22.75	\$23.21	\$23.44	\$23.67	\$24.14
<b>Maintenance</b>					
Start	\$18.75	\$19.13	\$19.32	\$19.51	\$19.90
1872 Hours	\$19.37	\$19.76	\$19.95	\$20.15	\$20.56
3744 Hours	\$19.97	\$20.37	\$20.57	\$20.78	\$21.19
5616 Hours	\$20.64	\$21.05	\$21.26	\$21.48	\$21.91

**Letter of Understanding #1**

**BETWEEN**

**Augustine House Society**

**and**

**The Hospital Employees' Union**

**Re: Non Contracting Out**

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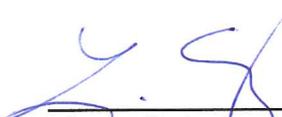
This letter shall remain in force and effect for a term coincidental with the term of this collective agreement (July 1, 2016 – June 30, 2020) and shall terminate unless it is specifically renewed by the parties.

During the period when this letter remains in force and effect, the Employer will not contract out bargaining unit work that results in the layoff of regular employees within the bargaining unit, as defined in Article 18.

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) The Employer does not have employees who perform such work or are qualified in such work; or if the work poses a significant health and safety risk for existing employees, or
- (c) An emergency occurs.

**Signed on behalf of the  
Union:**

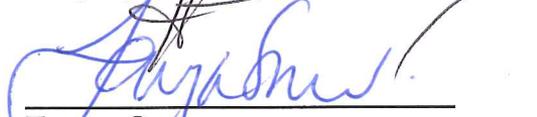


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**Linda Schulz  
HEU Negotiator**

**Date:** 6/16/17

**Signed on behalf of the  
Employer:**



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**Tanya Snow  
Executive Director**

**Date:** 6/26/17

**Letter of Understanding #2**

**BETWEEN**

**Augustine House Society**

**and**

**The Hospital Employees' Union**

**Re: Assignments of 2 hours or more**

---

Notwithstanding Article 23, employees registered for the casual list may be called into work for assignments of two (2) hours or more at straight time rates of pay.

**Signed on behalf of the  
Union:**

  
\_\_\_\_\_  
**Linda Schulz**  
**HEU Negotiator**

**Date:** 6/16/17

**Signed on behalf of the  
Employer:**

  
\_\_\_\_\_  
**Tanya Snow**  
**Executive Director**

**Date:** 6/26/17

**Letter of Understanding #3**

**BETWEEN**

**Augustine House Society**

**and**

**The Hospital Employees' Union**

**Re: Change in schedules**

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If and when the employer initiates a change in schedule the Union agrees to the following changes in the collective agreement:

**19.02 Hours of Work**

(c) Regular employees shall receive no less than two (2) consecutive rest days off each week,

**25.01 Statutory Holidays**

All regular employees will accrue statutory holiday pay and time off at the rate of 4.8% of all straight time hours paid.

**25.02** 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 a day off with pay.

**Wage Schedules**

Hours of annual increases based on new schedule.

**Signed on behalf of the Union:**

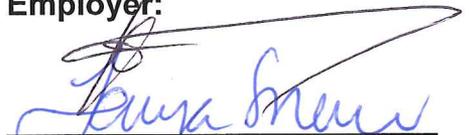


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**Linda Schulz**  
**HEU Negotiator**

**Date:** 6/16/17

**Signed on behalf of the Employer:**



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**Tanya Snow**  
**Executive Director**

**Date:** 6/26/17

**Letter of Understanding #4**

**BETWEEN**

**Augustine House Society**

**and**

**The Hospital Employees' Union**

**Re: Vision Care**

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The Employer will add a vision care allowance of \$200 every 24 months effective January 1, 2017.

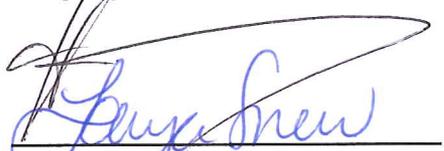
**Signed on behalf of the  
Union:**



**Linda Schulz  
HEU Negotiator**

**Date:** 6/16/17

**Signed on behalf of the  
Employer:**



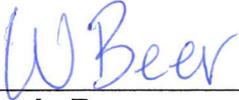
**Tanya Snow  
Executive Director**

**Date:** 6/20/17

**Augustine House Society / Hospital Employees' Union**  
**July 1, 2016 to June 30, 2020**

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**SIGNED ON BEHALF OF  
THE UNION:**



**Wendy Beer**  
**Assistant Secretary**  
**Business Manager**



**Linda Schulz**  
**Negotiator**



**Nicole Alfonzo**  
**Bargaining Committee**



**Melanie Fahr**  
**Bargaining Committee**



**Christine Wilkinson**  
**Bargaining Committee**

**DATE:** June 16, 2017

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Tanya Snow**  
**Executive Director**



**Joy Hall**  
**Director of Care**



**John Fedoruk**  
**Society President**



**Fred Hermesmann**  
**Society Director**

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