

**COLLECTIVE AGREEMENT
BETWEEN**



HOSPITAL EMPLOYEES' UNION

AND

**COMPASS GROUP CANADA LTD.
(EVERGREEN BAPTIST HOME)**

January 1, 2018 – December 31, 2021

Note: underlined text is new language for 2018-2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement. The parties agree to foster and promote an environment free from harassment.

1.02 Human Rights Code

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

1.03 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

1.04 Personal and Sexual Harassment

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

(b) Personal harassment is:

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

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

- 1) sexual solicitation or advance or inappropriate touching or sexual assault;
- 2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(d) Procedure for Filing Complaints

- The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
- Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

1.05 Respectful Conduct in the Workplace

The parties are committed to promoting a work environment in

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

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

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.04(d) of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.06 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systemic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person

as intending to belittle, intimidate, coerce or isolate another person.

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

1.07 Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviors include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

1.08 Support

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

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

During the life of this Agreement 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 and terms and conditions of employment.

2.02 Union Shop

- (a) All employees 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.
- (b) 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 provision shall not be applicable to the employee:

Article 7 - Grievance Procedure

2.03 Union Check-off

- The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the

Employer in a period not to exceed twenty-one (21) days after the date of deduction.

- The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.
- The Employer agrees to sign into the Union all new employees who jobs are covered by the Certificate of Bargaining Authority.
- The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year.
- The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.
- Twice every calendar year the Employer shall provide the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Implementation shall be six months following the signing of the Collective Agreement. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

2.04 New Employee Orientation

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours

without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of his/her employment.

2.05 Shop Stewards

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

- (1) The Union and the Employer will agree to the number of Shop Stewards at each worksite with consideration given to the number of employees and geographical location. Where agreement cannot be reached, Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards per worksite for up to twenty-five (25) employees covered by this Agreement, with a maximum number of six (6) Shop Stewards per worksite.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee Member shall obtain the permission of his/her immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Badges and Insignia

Employees are permitted to wear pins with the HEU logo or Shop Steward badges.

2.07 Bulletin Boards

The Employer shall provide space for one bulletin board for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

2.08 Notice of Union Representative Visits

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without advising the Manager or designate.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Excluded Management personnel shall be entirely a matter for the Employer's discretion.

- (v) To make and to alter from time to time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

3.02 It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of the Employer.

3.03 This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

3.04 Managers Excluded from Bargaining Unit Work

Management shall not perform work of the bargaining unit, except for the purposes of training, quality control purposes, occasional rest periods and meal breaks, or in cases of emergency when employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

However, it is also understood that the Unit Manager is a Working Manager and that not more than one (1) Manager may be at a location.

ARTICLE 4 - STRIKES, LOCKOUTS, LEGAL PICKET LINES

4.01 No Strikes or Lockouts

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the Employer lock-out bargaining unit employees.

4.02 Legal Picket Line

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. An employee who refuses to cross or work behind a picket line pursuant to this Article shall be considered to be absent without pay.

4.03 Force Majeure/Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.01 Labour-Management Committee

A Labour-Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. The Union shall appoint one (1) alternate representative. On the written request of any of its member(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues, including workload relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

To assist with the discussion of any outstanding grievances and to comply with the intent of the Grievance Procedure and meet the timelines as outlined in Article 7, a grievance meeting may be scheduled on the same day as the Labour-Management Committee meeting. Employees shall receive their basic rate of

pay for time spent in attendance at the grievance meeting.

5.02 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, he/she shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 6 – JOB DESCRIPTIONS

- Within thirty (30) days of ratification, the Employer shall draw up job descriptions for classifications listed in Appendix A. The Employer shall forward these descriptions to the Union and shall discuss these descriptions with the Union, at its request, provided such discussion does not unreasonably delay the finalization of the job descriptions. The final content of these job descriptions is the exclusive jurisdiction of the Employer and shall not be subject to the grievance procedure. Job descriptions shall contain the job title, qualifications and wage level, a summary statement of duties, and date prepared.
- When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the new/changed job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within thirty (30) calendar days.
- Where the Union objects, it shall provide specific details of its objections which shall be limited to whether:

- (a) the procedure whereby the job shall have been established has been followed;
 - (b) the job description accurately describes the types of duties, level of responsibilities and required qualifications of the job;
 - (c) the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity; and (d) any qualifications established for the job are relevant and reasonable.
- 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.
 - If an employee considers there has been a significant change to their job, to the extent that it changes their job classification, the employee may initiate a grievance. If the issue is not resolved it may be referred to expedited arbitration.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

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

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

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

7.02 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as:

- (a) a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

7.03 Right to Have Steward Present

The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact a shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

7.04 With the exception of suspension of employment, notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not exceeding eighteen (18) months from the date it was issued, provided there has not been further infraction.

7.05 Notices pertaining to suspension of employment will be maintained on an employee's personnel file for a period not exceeding twenty four (24) months from the date it was issued, provided there has not been further infraction.

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

Step 1

The employee shall take the difference to his/her manager or designate with or without his/her shop steward or union representative (at the employee's option) within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. The respective parties will attempt to resolve the grievance at Step 1.

Step 2

Failing settlement at Step 1, the employee or his/her Representative shall within twenty-one (21) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and meet with the applicable the Employer manager or designate and endeavor to settle the matter. The Employer Manager shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.

Step 3

Failing settlement at Step 2, the Union representative shall, within fourteen (14) calendar days of the employer's response in Step 2, meet with the applicable District Manager/Director or Employer designate to discuss the grievance.

If the grievance is not settled at this step, either party may refer the grievance to arbitration under either Article 7.07 or 7.08 within sixty (60) days of the event giving rise to the grievance.

The referring party will notify the other party of the selection of the arbitrator prior to assigning the grievance in writing to the arbitrator.

In the event of an Employer grievance, it shall proceed directly to Step 3.

7.07 Arbitration

- (i) The following lists constitute the Arbitrators agreed to by the parties:
 - (1) Vince Ready
 - (2) Chris Sullivan
 - (3) Judi Kobin
 - (4) Joan Gordon
 - (5) Irene Holden

- (ii) The order in which arbitrators are contacted shall be as follows:
 - a) the first name on the list; and thereafter
 - b) alphabetically commencing with the next name following the last Arbitrator chosen.
 - c) the referring party will notify the other party of the selection of the Arbitrator prior to assigning the grievance in writing to the Arbitrator.

- (iii)
 - a) The Arbitrator chosen shall be the first Arbitrator contacted who is able to meet and hear the grievance within sixty (60) days of the date of appointment.
 - b) The Arbitrator chosen for an expedited arbitration process shall be the first Arbitrator contacted who is able to meet and hear the grievance within thirty (30) days of the date of appointment.

- (iv) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions of this Agreement in any way.

- (v) The Arbitrator will base a decision on evidence submitted by the Union and by the Employer's representative, or their appointees.

- (vi) The Arbitrator's decision shall be final and binding on both parties.
- (vii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

7.08 Expedited Arbitration

1. Either party may refer an unresolved grievance to an expedited arbitration process within the time limits allowed at Step 3 of the grievance procedure. Arbitrators shall be chosen from the list of Arbitrators at Article 7.07 and must be able to comply with the terms of this Article.
2. Dates and locations for expedited arbitration hearings shall be by mutual agreement in a location central to the geographic area in which the dispute arose.
3. All presentations are to be brief and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
4. Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
5. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
6. The decision of the Arbitrator is to be completed and delivered to the parties within three (3) working days of the hearing.
7. Any decision of an Arbitrator is to be limited in application to that particular dispute and is without prejudice. Expedited arbitration decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
8. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
9. The parties shall equally share the costs of the fees and expenses of the Arbitrator.
10. The Expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the provisions of Article 7.07.

11. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

7.09 Dismissal, Suspension or Layoff

The following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the Employer in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the Employer's receipt of the Union's written grievance, officers of the Employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the mutually agreeable arbitrators.

7.10 Time Limits

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

In circumstances whereby the party who originated the grievance does not follow the grievance procedure within the prescribed time limits and an extension has not been granted, the grievance will be deemed to have been abandoned without further recourse, except where extenuating circumstances exist. However, the party shall not be deemed to have prejudiced its position on any future grievance.

7.11 Abandonment

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

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS

8.01 The status of all employees covered by this Agreement shall be defined under one of the following three definitions.

Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work at least thirty-seven point five (37.5) hours per week. Regular full-time employees accumulate seniority based on the number of hours worked.

Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-seven point five (37.5) hours per week. Regular part-time employees accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part time employee.

Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement in the regular schedule as required by the Company or to perform emergency or non-reoccurring or irregular short term relief work as required by the Company. Casual employees accumulate seniority on an hourly basis.

Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined in one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

ARTICLE 9 – PROBATIONARY PERIOD

9.01 For the first four hundred and fifty hours (450) hours of continuous service with the Employer, an employee shall be a probationary employee. Upon completion of the probationary

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

9.02 Rejection during Probation

A rejection during probation shall not be considered a dismissal for the purpose of Article 7.07. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance, including interpersonal relations.

ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE

10.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for signature to agree or disagree with the evaluation. The employee shall sign the evaluation within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed in agreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

10.02 Personnel File

Upon one (1) weeks' notice, an employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to read, review the employee's personnel file, provided no documents are removed from the file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept. An employee may request a copy of a document in the employee's personnel file subject to applicable Provincial privacy legislation and the Employer's administrative process.

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

ARTICLE 11 - SENIORITY

11.01 Definition

Seniority means the total of straight time hours paid during an employee's continuous, unbroken service with the Employer from date of hire into the bargaining unit.

11.02 It is agreed that upon request of the Union, the Seniority list will be supplied by the Employer setting out the names of the employees and accumulated unit hours worked for the purposes of Seniority. However, such request shall not be made or granted more than twice during each calendar year. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

11.03 Loss of Seniority

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

- (i) voluntarily leaves the employ of the Employer;
- (ii) is discharged by the Employer for cause;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence without providing the Employer with a bona fide reason which prevented the employee from returning to work;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave and without a bona fide reason which prevented the employee from attending at work;
- (vii) accepts a severance package.

ARTICLE 12 - JOB POSTINGS AND APPLICATIONS

12.01 Job Postings and Applications

- (a) When the Employer intends to permanently fill a new regular job or a regular vacancy in the bargaining unit, it shall post a notice at the facility for a minimum of seven (7) calendar days, before being filled. Information in the posting shall include the rate of pay, a summary of the duties involved, the required qualifications, experience, ability, and the commencement date. The posting shall also include the start and quit times, work area and normal days off for information purposes only.

The Employer retains the right to direct the workforce consistent with the Employer's operational requirements.

All new jobs and vacancies that involve a regularly scheduled shift and are not relief jobs shall be posted under this provision.

New jobs and vacancies shall be filled in accordance with the criteria listed in the Promotions, Transfers and Layoff Article.

- (b) Temporary vacancies of thirty (30) days or longer duration shall be posted and filled under Section (a) above.
- (c) The Employer shall also consider applications from those employees, with the required seniority, qualifications, experience, and ability who are absent from their normal places of employment because of sick leave, annual vacation, Union leave, compassionate leave, or other leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to this Article.

- (e) Two (2) copies of all postings shall be sent to a person designated by the Union within the aforementioned seven (7) calendar days.
- (f) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (g) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 13 – PROMOTIONS, TRANSFER AND DEMOTION

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

13.02 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.

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

ARTICLE 14 - LAYOFF, BUMPING, AND RECALL

14.01 Layoff

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

14.02 Bumping

In the event that an employee is laid off, the employee may either: accept the layoff, exercise his/her seniority rights to displace a junior employee in a job classification which is equal to, or lower in, rate to his/her job classification, for which the employee has the required qualifications to perform the job.

14.03 Seniority Retention during Layoff

- (i) Seniority during lay-offs shall be retained for twelve (12) calendar months.
- (ii) A laid-off employee's seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

14.04 Recall

Employees will be recalled in order of Seniority provided that the employee has the qualifications to perform the required job

functions. The Employer will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Employer attempts but does not contact the employee by telephone, then the Employer will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

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

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

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

ARTICLE 15 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

15.01 In the event of an employee relieving in a higher-rated job for two (2) consecutive hours or more, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

15.02 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 16 - CONTRACTING OUT

16.01 Layoff of Employees

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

16.02 Exceptions

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
- (c) an emergency occurs.

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 no less than sixty (60) calendar days' notice in writing to the Union.

17.02 The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

17.03 If the employer and the Union fail to reach agreement, the matter may be referred to the Arbitration procedure of this agreement.

ARTICLE 18 – TRAINING AND ORIENTATION

18.01 The Employer and the Union agree to promote, wherever possible, the training, retraining or in-service sessions of employees to improve their job skills related to their employment.

18.02 It is understood that an employee will be adequately trained to safely perform the assigned work. The training of employees shall be performed by management or lead hands.

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

18.04 After the probationary period is concluded, an employee may indicate in writing to the supervisor, areas of the operation

where he/she requests to be trained in. When the Employer decides such opportunities are available, the Employer will train, on the basis of seniority, employees who demonstrate an ability for the work.

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

18.06 Orientation

- (a) The Employer shall solicit staff volunteers to orient new employees. Orientation familiarization to routines, job shadowing, learning workplace procedures etc.
- (b) The Employer shall maintain a list of volunteers to provide orientation for new employees. When assisting for this purpose, the Employer shall first assign employees from this list.
- (c) Impacts to workload shall be considered when making these assignments.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

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

19.02 Hours of Work

- (a) The hours of work for each regular employee covered by this Agreement, exclusive of meal times, shall be up to a maximum of thirty seven point five (37.5) hours per week, seven point five (7.5) hours per day, exclusive of meal breaks. This clause does not constitute a guarantee of weekly hours of work.
- (b) Employees who are required to be on-call during a meal period shall have their meal period included within their scheduled shift.

- (c) Employees shall not be required at any time to work more than six (6) consecutive shifts and shall receive two (2) consecutive days off, unless otherwise mutually agreed between the Employer and Union.
- (d) The work week for purposes of calculating overtime shall be from 12:01 a.m. on Sunday to and including midnight the following Saturday.

19.03 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.

Where there is mutual agreement between the Union designate and the employer designate, rest periods may be combined to meet employee and operational requirements.

Except in the case of an emergency, employees shall not be required to work, be available for work, or discuss work matters with their supervisor or lead hand while on a meal or rest period. When an employee is required to abbreviate a break or meal period, time lost shall be rescheduled. No employee shall work through their rest period or lunch period without first obtaining permission from their immediate supervisor/manager.

19.04 Meal Periods

All employees covered by this Collective Agreement working more than a 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.

19.05 Midnight Shifts

Employees working the midnight shift shall be paid a shift differential of seventy cents (70¢) per hour. The midnight shift is defined as a shift in which the major portion of the hours worked fall between 12:00 midnight and 8:00 a.m.

ARTICLE 20 - OVERTIME

20.01 Employees who work more than seven point five (7.5) hours in a day or more than thirty seven point five (37.5) hours in any week shall be paid overtime on the following basis:

(a) **Daily Overtime**

- (i) For the first three (3) hours of overtime worked in a day, time and one-half (1.5 x) the applicable basic rate, and
- (ii) During the balance of the overtime worked on that day, double time (2 x) the applicable basic rate.

(b) **Weekly Overtime**

- (i) During the first eight (8) hours of overtime worked in any week, time and one-half (1.5 x) the applicable basic rate, and
- (ii) During the balance of the overtime worked that week, double time (2 x) the applicable basic rate.

20.02 Overtime pay shall be paid to the employee, if possible, within eight (8) days after the expiration of the pay period in which the overtime was earned.

20.03 Overtime Scheduling

Subject to the operating needs of the business, the Employer will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to seniority as defined in Article 11, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

20.04 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twelve (12) months of the occurrence of the overtime. The Employer will make a reasonable

effort to allow time off when requested by the employee. If such time off is not taken by the end of the twelve (12) month period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

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

20.06 Where an employee works overtime, he/she shall be given a fifteen (15) minute break, with pay, between the end of his/her regular shift and the commencement of his/her overtime period.

20.07 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.

20.08 These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of forty-two cents (\$0.42) per kilometer from the employee's home to the worksite and return. The minimum allowance shall be ten dollars (\$10.00).

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Entitlement

- (a) Regular employees, who have completed thirty (30) calendar days' service, will be entitled to the following eleven (11) statutory holidays, and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

Compass Group Canada Ltd. (Evergreen Baptist Home) / Hospital Employees' Union, January 1, 2018 to December 31, 2021

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

- (b) Statutory holiday pay shall be based upon the average percentage of hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.
- (c) Casual employees who have not completed thirty (30) calendar days' service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the Statutory Holiday.

21.02 Regular employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1½ x) of their applicable basic rate for each hour worked, plus (+) the employee shall receive equivalent time off and pay in lieu of the holiday, to be taken at a mutually agreeable time.

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

21.04 Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and On the recall list, and/or when they are in receipt of WCB payments for the days in question.

21.05 Regular employees, who are laid off after completing thirty (30) calendar days' service and who are recalled to employment during their recall period, shall be eligible for statutory holidays occurring immediately after the date of such re-employment. The rate of holiday pay to apply in such cases under section 15.01(b) shall be based upon the hours actually worked by the employee in the thirty (30) calendar day period immediately preceding the

layoff.

21.06 Regular employees, who are laid off after completing thirty (30) calendar days' continuous service and who are not recalled to employment during their recall period, must complete thirty (30) calendar days' service in order to be re-eligible for statutory holidays.

21.07 In no case shall the application of this provision result in Statutory Holiday entitlements which are less than the entitlements under the *Employment Standards Act*.

ARTICLE 22 - VACATIONS

22.01 Annual vacation shall be earned at the rate of:

- (a) Ten (10) working days per year commencing in the first (1st) year of employment, paid at four percent (4%) of gross earnings in the previous year.
- (b) Fifteen (15) working days per year commencing in the sixth (6th) year of employment, paid at six percent (6%) of gross earnings in the previous year.
- (c) Seventeen (17) working days per year commencing in the ninth (9th) year of employment, paid at six-point-eight percent (6.8%) of gross earnings in the previous earning/accrual year.
- (d) Twenty (20) working days per year commencing in the tenth (10th) year of employment, paid at eight percent (8%) of gross earnings in the previous year.
- (e) Twenty-five (25) working days per year commencing in the fifteenth (15th) year of employment, paid at ten percent (10%) of gross earnings in the previous year.

22.02 Vacation Entitlement upon Dismissal

Upon termination of employment, an employee shall be entitled to pay in lieu of vacation corresponding to years of service as listed in Article 22.01.

22.03 Vacation Period

Regular employees shall indicate their preferences as to vacation dates by March 31 of each year. An employee who fails to indicate her choice of vacation by March 31 shall not have preference in the choice of vacation time where other employees have indicated their preference.

The Employer will post an approved vacation schedule by May 31. The choice of vacation periods shall be granted to employees on the basis of seniority at the worksite, except where the period requested would be detrimental to the operation of the Employer.

Casual employees shall have their accrued vacation paid out on a bi-weekly basis.

22.04 Vacation Non-Accumulative

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

ARTICLE 23 - BEREAVEMENT LEAVE

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

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

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

An additional two (2) consecutive days without pay shall be granted, subject to operational requirements, to employees who are required to travel 300 kilometers or more (one way) in order to attend the funeral.

23.02 Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

23.03 At the request of an employee and subject to the Employer's operational needs, the Employer may extend the bereavement leave or may provide an unpaid compassionate leave where the grounds for same are bona fide and verifiable.

ARTICLE 24 - MATERNITY LEAVE AND/OR PARENTAL LEAVE

24.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal:

- (a) A pregnant employee who requests maternity leave shall be entitled to:
 - (i) eighteen (18) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
 - (ii) up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus
 - (iii) parental leave pursuant to Article 24.02(a)&(b), beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the Facility Manager and the employee. The Facility Manager shall not unreasonably deny such request.

- (b) If an employee is unable or incapable of performing her duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (c) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits pursuant to Article 25, providing the employee is not in receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

24.02 Parental Leave

- (a) An employee requesting parental leave under this section shall be entitled to up to twelve (12) consecutive weeks' unpaid leave beginning:
 - (i) in the case of a birth mother, as set out in Article 24.01 (a)(iii), or
 - (ii) in the case of a birth father, within the fifty-two (52) week period immediately following the birth, and
 - (iii) in the case of an adopting parent, within the fifty-two (52) week period immediately following the date the child is placed with the parent.
- (b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five (5) consecutive weeks' unpaid leave, beginning immediately after the leave taken under subsection (a).

24.03 The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be thirty-two (32) weeks, plus any additional leave granted under sections 24.01(a)(ii) and 24.02(b), subject to an

employee's entitlement under Employment Insurance or *Employment Standards Act*.

24.04 Employees make every effort to give fourteen (14) days' written notice to the Facility Manager prior to the commencement of maternity leave and/or parental leave of absence without pay under sections 24.01(a) and 24.02(a), respectively. Employees shall make every effort to give at least seven (7) days' written notice to the Facility Manager prior to commencement of maternity leave and/or parental leave under section 24.01(b) and/or 24.02(b), respectively. Employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of any maternity leave and/or parental leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the actual date of birth or the actual date of termination of a pregnancy; or in the case of parental leave, a doctor's certificate or other evidence proving the employee's entitlement to the leave.

24.05

- a) Upon returning to work from maternity leave and/or parental leave under this Article, the employee shall continue in his/her former position, without loss of perquisites, provided such position still exists; or if such position no longer exists, in a comparable position.
- b) Seniority and continuous service will continue to accumulate during the full period of maternity leave and/or parental leave under this Article. The Employer shall maintain its normal share of the premium costs for the employee's Health Care Plans for the full period of the maternity leave and/or parental leave under this section, provided the employee pays his/her share, if any.

24.06 Adoption Leave

An employee is entitled to Adoption/Parental Leave as per Article 24.02.

24.07 Family Responsibility Leave/Compassionate Care Leave

Employees shall be entitled to Family Responsibility Leave and/or Compassionate Care Leave benefits leave as outlined in Section 52 and Section 52.1 respectively, of the *Employment Standards Act*.

Any Family Responsibility Leave taken under this article will not be counted towards accumulation of 20 unpaid leave days in Article 29 (c) – Unpaid Leave affecting Seniority and Benefits.

ARTICLE 25 - SICK LEAVE, WORKSAFE BC, RETURN TO WORK

25.01 Until December 31, 2014 regular employees shall be entitled to six (6) days sick leave per year to be taken at any time. As of January 1, 2015, regular employees shall be entitled to a total of seven (7) days sick leave per year to be taken at any time.

Unused sick leave days will be carried over to the following sick leave year by the following manner: Employees may carryover up to three (3) unused sick days per year to a maximum sick leave bank of twelve (12) days.

25.02 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The Employer will reimburse employees for any costs incurred, to a maximum of fifteen dollars (\$15.00) if required by the Employer to prove sickness.

25.03 Sick leave shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be in accordance to actual time off.

25.04 An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or accident. The employer shall advise an employee the amount of sick leave available if requested.

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

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

25.07 The employee shall report or arrange to have reported to the Employer prior to the commencement of his/her shift the injury or illness which requires his/her absence from work.

25.08 The Employer may require company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury. The employee will be reimbursed by the Employer for any costs associated with obtaining such forms, certificates, or exams.

25.09 WorkSafe BC Benefits

- (a) Employees shall receive directly from the WorkSafe BC any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WorkSafe BC wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, the Health Care Plan will continue to apply to employees who

are entitled to receive WorkSafe BC wage loss benefits.

- (c) The provisions of (b) shall also continue to apply to employees who are receiving WorkSafe BC benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.
- (d) Employees qualifying for WorkSafe BC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave except that seniority shall continue to accrue based on regular hours.

25.10 Transportation for Accident Victim

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

25.11 Day of Injury

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

25.12 Return to Work

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to work programs will be part of an approved rehabilitation plan.
- (d) Employees are required to meet with the Employer to explore an appropriate return to work program. The Employer shall advise the employee of their right of Union representation if they desire as long as this does not result in an unreasonable

delay of the program. The details of the return to work program will be confirmed in writing to the employee and the Union.

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

25.13 Workload

Where the absence of one or more employees would create a significant increase in workload for other employees, the employer will resolve the matter by:

1. Implementing a duty priority list;
2. Re-assigning work; and /or
3. Utilizing casual employees in accordance with the collective agreement

An employee who believes any workload situation is excessive shall discuss the problem with the immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by referring the issue to the Labour-Management Committee for review and recommendations.

ARTICLE 26 - EDUCATIONAL LEAVE

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

26.02 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give two (2) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 27 - JURY DUTY

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

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

ARTICLE 28 - UNPAID LEAVE - UNION BUSINESS

- (a) Short-term leave of absence without pay to a maximum of twenty one (21 days) per occurrence shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless granting such leave to any employee would unduly disrupt the operations of the Employer's business. The Union shall give at least fourteen (14) days' notice to minimize disruption to the Employer.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union

business for specific periods of not less than fourteen (14) days unless granting such leave would unduly disrupt the operation of the Employer's business. Such requests shall be made in writing at least fourteen (14) days in advance to minimize disruption to the Employer's business. 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 and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining unless granting such leave to any employee would unduly disrupt operation of the Employer's business. Seniority and all benefits shall accumulate during such leave.
- (d) The Employer shall continue to pay normal wages, and maintain the health benefits coverage, where applicable, of employees who are on unpaid leave under sub-section (a), (b) and (c) above, provided the Union reimburses the Employer for the wages and benefits involved within sixty (60) calendar days of being invoiced for such amounts by the Employer. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (e)
 - (i) Provided no less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

ARTICLE 29 - UNPAID LEAVE OF ABSENCE - GENERAL AND PUBLIC OFFICE

a) General

i) Greater than Two Weeks

An employee may request an unpaid leave of absence

(LOA) greater than 2 weeks in writing a minimum of fourteen (14) days in advance. The employer shall make reasonable effort to comply with the request subject to the operational needs of the Employer. Notice of the Employer's decision shall be given in writing as soon as possible.

ii) **Less than or Equal to Two Weeks**

Requests from employees for unpaid leave of absence (LOA) of less than or equal to two (2) weeks shall be made in writing to their immediate supervisor. The employee shall give at least 7 days' notice to minimize disruption to staff. The employer shall make reasonable effort to comply with the request subject to operational needs of the Employer. Notice of the employer's decision shall be given in writing as soon as possible.

An employee may request an unpaid leave of absence, which shall be in writing with a minimum of fourteen calendar days in advance. The granting of such requests by the Employer shall be subject to the proper operation of the business. Such requests will not be unreasonably denied.

b) **Public Office**

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

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

c) **Unpaid Leave Affecting Seniority and Benefits**

An employee granted unpaid leave of absence shall continue to accumulate continuous service with the employer.

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

If an unpaid leave of absence or an accumulation of unpaid leave of absence's exceeds 20 working days in any year, the employee shall not accumulate seniority or benefits from the 21st day of unpaid leave of absence to the last day of unpaid leave. Seniority will begin to accumulate upon the employees return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

Employees may pay the benefit premium and retain benefits while on unpaid leave of absence longer than 20 working days.

ARTICLE 30 - BENEFIT PLANS

Employees who have completed the probationary period and are continually scheduled to work an average of twenty (20) or more hours per week are eligible for benefit coverage in accordance with Appendix B.

Casuals: After twelve (12) months of service, casual employees who work twenty (20) or more hours weekly per week for thirteen (13) consecutive weeks become eligible for benefits as long as they continue to work twenty (20) or more hours per week. (Employees who have already completed these time requirements will become eligible upon ratification).

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve (12) month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the Master Contract held with the benefits provider.

It is understood that the Employer is not itself obligated to provide benefits, other than paid sick days, pursuant to this agreement, but, with employees, to pay a portion of the premium for same pursuant to Appendix B to a benefit provider. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the parties are bound by its terms.

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The Employer will contribute to an RRSP, on a monthly basis, a maximum of one percent (1%) of an employee's gross earnings on a one-to-one basis (i.e., each dollar contributed by an employee will be matched by the Employer to a maximum of one percent (1%) of their monthly earnings).

Enrolment in the plan is optional. Employees who opt to enroll in the RRSP plan must enroll on an annual basis and commit to a one-year participation.

BC Medical Plan	100% of the premium paid by the Employer
Life and AD&D Insurance	\$25,000.00 coverage 100% Employer paid
Dental Plan	Basic Prevention Coverage 100% Employer paid <u>White fillings to be covered</u>
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall \$100,000.00 EHC lifetime maximum. 100% Employer paid
Vision Care	\$200.00 per Employee and each family member for every 24 months
Eye Exams	<u>\$50.00</u> – every 24 months
Paid Sick days	Seven (7) paid sick days per 12 months Unused sick days will be carried over to the next sick leave day as per Article 25.01.

Benefits for employees will be continued up to age 75 with the exception of life insurance and AD&D. In such circumstances employees at age 65 or older will be given the option of converting their life insurance and AD&D at their own cost.

30.01 Vaccination, Inoculation and Suitability

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work; with specific client groups. Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination or inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time provided time spent is reasonable. The Employer shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

30.02 Health and Welfare Benefits Plan Information and Administration

- (a) The Employer shall provide copies of the benefit booklet and administration procedures related to the health and welfare plans to the Union upon request.
- (b) The Employer shall provide all benefit enrollment forms to each eligible employee, and a copy of the benefit booklet shall be provided to all shop stewards and a copy shall be made accessible to employees in each work area.

30.03 Criminal Records Checks

An employee or applicant for employment shall, at the Employer's request and cost, submit to a criminal record check. The Employer may refuse an application for employment or terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee or the employment for which application has been made or where the

conviction(s) is contrary to a bona fide occupational requirement.

30.04 Protective Clothing and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing and equipment required, including gloves, masks and safety glasses.

The Employer will ensure adequate supplies are provided to employees to complete assigned work. Any shortage of supplies, protective clothing, or equipment shall be immediately reported to the supervisor.

Employees required to purchase non-slip shoes for work shall be entitled to a Shoe Premium of ten cents (\$0.10) per shift worked.

30.05 Uniforms

An appropriate number of uniforms will be supplied by the Employer and employees shall only wear the approved uniform. The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage. In addition, employees shall receive sixty-five cents (\$0.65) per shift worked for the laundering of their uniforms. Employees are expected to wear a clean, presentable uniform while at work.

The Employer shall accept employee suggestions through the Union-Management Committee, with respect to uniforms.

ARTICLE 31 - 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.

ARTICLE 32 - FUTURE LEGISLATION

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

ARTICLE 33 - AGREEMENT TERMS

The term of this Agreement shall commence on January 1, 2018 and from year to year thereafter, and shall expire at midnight December 31, 2021. Either Party to this Agreement may, within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

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

The operation of subsections 50(3) and (4) of the British Columbia *Labour Relations Code* are excluded.

The Parties confirm that, by this Agreement, they are excluding the operation of subsections 50(2) and (3) of the British Columbia *Labour Relations Code*.

ARTICLE 34 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

34.01 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.

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Joint Committee shall be governed in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Joint Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other individual(s) who are neither members of the Bargaining Unit or Management provided such is done by mutual agreement.

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

34.03 Employees who are members of the Joint 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 Joint Committee pursuant to the WCB Occupational Health and Safety Regulations.

34.04 Employees on the Joint Committee shall be reimbursed for all necessary and reasonable expenses incurred by them to attend meetings of the Joint Committee.

34.05 Training and Orientation

The Employer will provide orientation or in-service which is

necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. Where appropriate, this training shall include infection prevention and control. The Employer will also make readily available information, manuals and procedures for these purposes.

34.06 Working Alone or in Isolation

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

34.07 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 it 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*).

ARTICLE 35 – PAY DAYS

Employees shall be paid by direct deposit biweekly subject to the following provisions:

- (a) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions.
- (b) When a payday falls on a non-banking day, the pay statements shall be given prior to the established payday, where possible.
- (c) Annual vacation pay – see Article 22.
- (d) Where significant payroll error is identified, the employer will correct the error and where money is owed to an employee, this shall be rectified through direct deposit or a manual cheque as soon as reasonably possible.
- (e) The Employer shall confirm in writing, an employee's amount of accrued sick leave and/or vacation leave if requested by an employee.

CASUAL CALL-IN PROCEDURES

1. Casual/relief employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification (as per Article 6) in respects of such employee meets the requirements of the classification.
2. Casual/relief employees shall accumulate seniority on the basis of the number of hours worked and, for interpretation purposes, Article 9 will apply. The casual/relief employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.
3. The manner in which casual/relief employees shall be called to work shall be as follows:
 - (a) The Employer shall maintain both:
 - (i) A master casual/relief seniority list which shall include all casual/relief employees employed by the Employer listed in descending order of their seniority; and
 - (ii) A classification registry for each job classification in which casual relief employees may be used. Each classification registry shall list those casual/relief employees who have been qualified to work in that job classification in descending order of hours worked.
 - (b) The Employer shall call those casual/relief employees who are registered in the classification applicable to the work required to be performed. Each casual/relief employee must provide the Employer with one or two telephone number where the employee can be reached. The Employer shall commence the call-in process by calling the most senior employee in the applicable classification registry at the one or two telephone numbers provided by the casual/relief employee. In the event that voicemail, a pager, or an answering machine

is reached, the Employer shall leave a message including the date and time of the call. If the employee does not respond to the Employer within three (3) minutes of the call being made, the Employer shall call the next most senior employee in the classification registry.

- (c) All calls made by the Employer pursuant to Paragraph (b) shall be recorded in a log book maintained for that purpose. The log will show the name of the casual/relief employee called, the date and time that the call was made, the job required to be performed and its time and date, whether the employee accepts or declines the work or fails to respond to the call, and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies of any of its pages.
 - (d) If the casual/relief employee called fails to answer the call or declines the work assignment, the Employer shall then call the next most senior employee registered in the job classification and this process will be continued until a casual/relief employee is found who is ready, willing and able to perform the work assignment.
 - (e) A casual/relief employee who accepts a work assignment shall be deemed to have the same obligation to fulfill the work assignment as a regular employee.
4. At the beginning of each month, each casual/relief employee shall provide the Employer with their projected availability for the month. If a casual/relief employee's availability changes during a particular month, the casual/relief employee will advise the Employer accordingly; however, if the casual/relief employee wishes to restrict his/her declared availability for that month, the casual/relief employee may only do so twice during the month.
5. Based on the casual/relief employee's availability, if the employee declines a work assignment more than three (3) times in a 6 months period without a bona fide reason the

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employee will be removed from the casual/relief list. Employees may also be removed from the casual/relief list for just and proper cause.

6. The casual/relief list will be updated twice a year by the Employer.

APPENDIX A

Wage Schedule

Position	Jan 1, 2018 G.W.I.	July 1, 2018 G.W.I.	Jan 1, 2019 G.W.I.	July 1, 2019 G.W.I.	Jan 1, 2020 G.W.I.	July 1, 2020 G.W.I.	Jan 1, 2021 G.W.I.	July 1, 2021 G.W.I.
	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.25	\$0.20	\$0.20
Housekeeper/ Laundry/ Dietary Aide	\$15.45	\$15.65	\$15.85	\$16.05	\$16.25	\$16.50	\$16.70	\$16.90
Lead Hand	\$17.19	\$17.39	\$17.59	\$17.79	\$17.99	\$18.24	\$18.44	\$18.64
Janitor	\$18.95	\$19.15	\$19.35	\$19.55	\$19.75	\$20.00	\$20.20	\$20.40
Cook	\$21.03	\$21.23	\$21.43	\$21.63	\$21.83	\$22.08	\$22.28	\$22.48

New Employees shall be paid one dollar and twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 9.01. Any employee in their probation period as of the effective date shall not be subject to a wage reduction.

LETTER OF UNDERSTANDING #1

Article 21.02

Employees on record at date of ratification of the January 1, 2014 – December 31, 2017 collective agreement shall have a one-time option to choose to maintain the right to have their statutory holidays re-scheduled, at a mutually agreeable time, in the event that a holiday falls on their regularly scheduled day off. Such re-scheduled statutory holiday shall be taken no later than January 31st of the year following the year in which it originally occurred.

Employees who choose this option shall be able to choose to be covered by the normal provision of the collective agreement at any time. Once this choice is made, it cannot be reversed.

LETTER OF UNDERSTANDING #2

Article 26 – Vacations

As per Article 8.01 Definition of Employee Status, a casual employee “is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement in the regular schedule.”

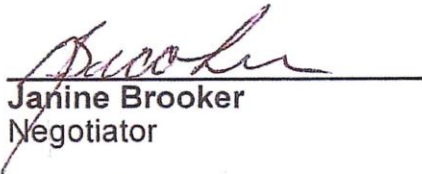
As casuals are not scheduled, they are not eligible to request and receive vacation time. Casuals do, however, receive vacation pay, appropriate to their years of service (Article 22.01), paid out on a bi-weekly basis.

A casual employee’s availability for work is covered under Casual Call-in Procedures.

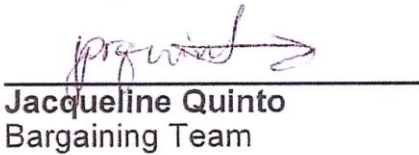
**SIGNED ON BEHALF OF
THE UNION:**



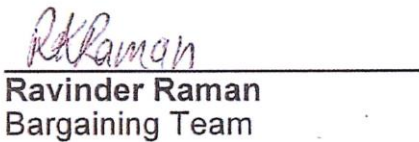
Máire Kirwan
Private Sector Coordinator



Janine Brooker
Negotiator



Jacqueline Quinto
Bargaining Team



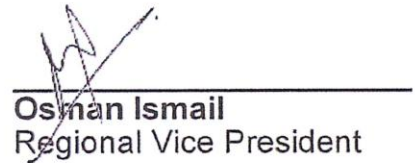
Ravinder Raman
Bargaining Team

Nov. 2, 2018
Date

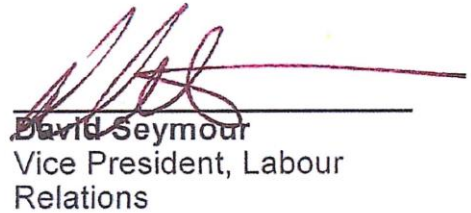
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THE EMPLOYER:**



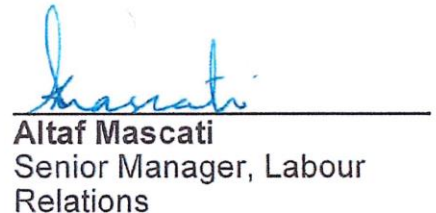
Pam Chang
District Manager



Osman Ismail
Regional Vice President



David Seymour
Vice President, Labour
Relations



Altaf Mascati
Senior Manager, Labour
Relations

January 3, 2019
Date