

**COLLECTIVE AGREEMENT**

**Between**

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



**AND**

**OSPREY CARE INC.  
DbA THE HAMLETS AT WESTSYDE  
(The Employer)**

**For the Period  
July 6, 2018 to September 5, 2021**

**Note: underlined text is new language for 2018-2021**

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## **DEFINITIONS**

For the purpose of this Agreement:

1. "Basic Pay" – means the rate of pay in each wage schedule.
2. "Employee" – means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
3. "Employer" means Osprey Care Inc. dba The Hamlets at Westsyde.
4. "Union" - means the Hospital Employees' Union.
5. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties.
6. "Common-law spouse" is defined as a person with whom the employee has been living in a conjugal relationship continually for a period of at least twelve (12) months.

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

Bereavement Leave  
Special Leave  
Medical Plan  
Dental Plan  
Extended Health Care Plan

7. "Leave of absence with pay" means to be absent from duty with permission and with pay.
8. "Leave of absence without pay" means to be absent from duty with permission but without pay.
9. "Harassment" is defined as: "Deliberate actions, that ought

reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer.

10. "Discrimination" is defined as being based on any of the prohibited grounds of discrimination under the *Human Rights Act of British Columbia* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted".
11. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

## **Definition of Employee Status**

### **1) Regular Full-Time Employee**

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.

### **2) Regular Part-Time Employee**

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

### **3) 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 and/or temporary position. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

**4) Restriction of Employee Status**

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. Any employee posting into a temporary or relief position shall retain their existing status and the benefits associated with that status. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

**PREAMBLE**

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Therefore, it is the purpose of both parties to this agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy.
- (e) To provide competent services to the development of the residents of the home to the fullest extent possible, using methods which promote the dignity, respect and well-being of the residents and the economy of operation and quality and quantity of service. It is recognized by this agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said objective.
- (f) To promote autonomy and independence of the residents in

their home.

AND WHEREAS it is now desirable those methods of bargaining and all matters pertaining to the working conditions of the employees to be drawn up in an Agreement:

NOW THEREFORE, the Parties agree as follows:

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **1.01 Sole Bargaining Agency**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which is in conflict with the terms of this Agreement.

### **Bargaining Agent Recognition**

- (a) The Employer recognizes the Hospital Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification.

### **Correspondence:**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the local executive and the local staff representative.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any clause in this Agreement, shall be forwarded to the Chairperson of the local executive and the local staff representative.

### **1.02 Union Shop**

All employees in the Bargaining Unit shall maintain membership

in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within sixty (60) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to 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 sixty (60) days of written advice as noted above.

In the event an employee is terminated pursuant to Article 1.02, the following provisions shall not be applicable to the employee:

- Grievance Procedure - Article 8.01
- Dismissal/Suspension for Alleged Cause - Article 8.08

### **1.03 Check Off of Union Dues**

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so

deducted.

- (b) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

- (c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

- (d) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the Parties to this Agreement.

(e) At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1 of the succeeding year.

#### **1.04 Membership Information**

Twice every calendar year, in April and October, The Employer shall provide the provincial union office in Excel format, with a paper copy to the local chair, a list of all employees in the bargaining unit, their job classification, their employment status, the Employer's employee number, their address and their telephone numbers known to the Employer to [membersupdate@heu.org](mailto:membersupdate@heu.org).

#### **1.05 Employer and Union Shall Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name of their Stewards. Whenever a Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given the name of new employees and an opportunity to speak to each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

#### **1.06 Recognition and Rights of Shop Stewards**

The Employer recognizes each Union's right to select three (3) Shop Stewards and three (3) alternates to represent employees who ideally will be representative of the bargaining unit of the staff. The number of Shop Stewards may be changed by local mutual

agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A Steward or their alternate shall obtain the permission of their department head and in their absence the person in charge before leaving their work to perform their duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the Steward shall notify their department head and in their absence the person in charge.

Duties of the Shop Steward include but are not limited to:

- (a) Investigation of complaints.
- (b) Investigation of grievances and assisting any employee whom the Shop Steward represents in preparing and presenting a grievance in accordance with the grievance procedure.
- (c) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises.
- (d) Carrying out duties within the realm of assigned safety responsibilities for two (2) Shop Stewards who are members of Safety Committees.
- (e) Attending meetings called by Management.

When a Shop Steward is the only employee on duty in a department or where their absence would require the Employer to call in another employee or assign another employee to a higher rated position, the Shop Steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

## **1.07 No Discrimination**

### **Harassment and Discrimination**

The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable



social standard of the workplace. The Parties agree to foster and promote such an environment subscribing to the principals of the *Human Rights Code* of British Columbia.

- (a) An employee allegedly being harassed/discriminated by another employee, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union. The General Manager shall deal with the complaint with all possible confidentiality.

The General Manager will investigate the allegation and, if substantiated, take action appropriate to the offence:

Where the complaint pertains to a manager or supervisor, the complaint shall be investigated by the corporate Human Resource department.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.

Unresolved complaints of harassment/discrimination under this provision may be submitted by the Union to the investigator under Article 1.08.

- (b) Harassment/discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

The Parties agree that substantiated cases of harassment/discrimination shall be cause for discipline, up to and including dismissal or significant remedial action.

Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

“Bad Faith Allegation or Complaint” is defined as:

One that is known by the complainant to be false and/or one in which a complaint is made for the purpose other than gaining satisfactory remedy.

“Vexatious allegation or complaint” is defined as: One that is instituted maliciously and without probable cause and/or which is not based on reasonable factual grounds but is merely vindictive.

In determining whether or not an allegation is vexatious or made in bad faith, one considers the knowledge and intention of the complainant. If the complainant is merely bringing the allegation or complaint to annoy or embarrass the respondent and knows that there is no discrimination or harassment, then this can be said the allegation or complaint is vexatious or made in bad faith.

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

### **1.08 Complaints Investigation**

An employee who complains of harassment under the provisions of the *Human Rights Code* of British Columbia may refer the complaint to either one or other of the following processes:

- (a) Where the complaint pertains to the conduct of an employee

within the HEU Bargaining Unit, it shall be investigated by the Human Resource department of the Employer.

- (b) Where the complaint sited in (a) does not have a resolution acceptable to the employee complaining of harassment, it shall be referred to Ms. Jean Greatbatch, Ms. Ana Mohammed or Ms. Joy Bischoff (Complaints Investigators), or
- (c) Where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Ms. Ana Mohammed or Ms. Joy Bischoff (Complaints Investigators).

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

- (i) Investigate the complaint;
- (ii) Determine the nature of the complaint, and
- (iii) Make written recommendations to resolve the complaint.

## **1.09 Bullying**

The Employer recognizes the right of all employees to work in an environment free from bullying. The Employer will undertake to educate and/or discipline, where necessary, any person employed by the employer engaging in such practices.

## **ARTICLE 2 - RIGHT TO REFUSE TO CROSS PICKET LINES**

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* and the *Essential Services Disputes Act* shall be authorized and permitted to cross a legal

picket line.

### **ARTICLE 3 - NOTICE OF UNION REPRESENTATIVE VISITS**

The Employer agrees that access to its premises will be granted to a Hospital Employees' Union Staff Representative, or authorized alternate. The Union Representative shall provide reasonable notice to the Administrator or their designate/person in charge in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

### **ARTICLE 4 - BULLETIN BOARD**

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Union and for the display of one Union shop card.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 Rights Reserved**

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority to manage which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

#### **5.02 Management Rights**

The Union recognizes the right of the Employer to operate and manage its business in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein

provided.

## **ARTICLE 6 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This Article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long term care field.

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

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

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

### **6.01 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. Bumping rights must be exercised within fourteen (14) days of notification of displacement.

An employee exercising their options under this article shall be

moved to their new position at the end of their notice period under article 6.03(1), unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

A transfer under this Article 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 their existing pay rate.

## **6.02 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 6.03

## **6.03 Reduction in Work Force**

(1) In the event of a reduction in the work force, regular full-time and regular part-time 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.

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Less than five (5) years seniority - twenty-eight (28) calendar days (4 weeks);
- (b) Five (5) years seniority - thirty-five (35) calendar days (5 weeks);
- (c) Six (6) years seniority - forty-two (42) calendar days (6 weeks);
- (d) Seven (7) years seniority - forty-nine (49) calendar days (7 weeks);
- (e) Eight (8) or more years seniority - fifty-six (56) calendar days (8 weeks);

- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
- (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period. 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 employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

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

## **ARTICLE 7 - DISCUSSION OF DIFFERENCES**

### **7.01 Union/Management Committee**

Composition of the Committee – a Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives and one (1) alternate to the Union/Management Committee.

Chair – The chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

Meetings – The Union/Management Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of pay for time spent attending meetings of the Committee. Also the parties will make every effort to schedule the meetings during times when members of the Committee are scheduled to work.

Purpose of the Committee – In order to foster better relations between the parties, the purpose of the committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care, efficiency, cost savings, and productivity improvement. The Committee shall have the power to make recommendations to the Union and the Employer.

Scope of the Committee – The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion. The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

## **7.02 Conduct of the Grievance Procedure**

### **(a) Representation**

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its Officers, and similarly, the Employer shall supply the Union with the names of the Administrator or designate with whom the Union may be required to transact business.

### **(b) Right to Have Steward Present**

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where the immediate manager intends to interview an



employee for disciplinary purposes, the immediate manager must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where an immediate manager intends to interview a Shop Steward for disciplinary purposes, the Shop Steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward or alternate present at any disciplinary discussion with the immediate manager, providing that this does not result in an undue delay of the appropriate action being taken.

**(c) Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitration board for such time as their attendance is reasonably required, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

**(d) Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided

there has not been a further infraction. 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.

**(e) Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the work-site. The employee shall sign the appraisal within four (4) calendar days of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within fourteen (14) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

**(f) Personnel File**

No document of a disciplinary nature shall be placed on the employee's personnel file without their knowledge. The employee must initial all such documents on an employee's personnel file. Initials on a document do not indicate agreement or disagreement with the contents.

With reasonable written notice given to the Employer, an

employee shall be permitted to review their personnel file in the office it is normally kept. It is at the employee's sole discretion whether they make a copy of 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.

**(g) Burden of Proof**

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

**(h) Notice of Dismissal or Suspension**

Notice of dismissal or suspension shall be in writing and shall be set forth the reasons for dismissal or suspension, and a copy shall be sent to the Local Staff Representative of the Union or their designate within seven (7) days.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (i) Differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (ii) The dismissal, discipline or suspension of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

**Step 1:**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local department head. The aggrieved employee shall have the right to have their Steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and their immediate department head in accordance with Step 1 of the grievance procedure.

**Step 2:**

- (a) The employee may present a grievance at this level by:
- (i) Recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (ii) Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and,
  - (iii) Transmitting this grievance to the designated supervisor through the Union Steward.
- (b) The designated supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.
- (c) The grievance shall not be submitted, or advanced to Step 3 of the grievance procedure until the Union has received the Employer's written reply.
- (d) An employee who wishes to present a grievance must do so not later than:
- (i) Fourteen (14) days after the date on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
  - (ii) Fourteen (14) days after the date on which they first became aware of the action or circumstances giving rise to

the grievance.

- (e) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

**Step 3:**

- (a) The Union Secretary-Business Manager or their designate, may advance a grievance at Step 3 within:
- (i) Thirty (30) days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
  - (ii) Thirty (30) days after the Employer's reply was due.
- (b) The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

**8.02 Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the Union Secretary-Business Manager or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) Thirty (30) days after the Employer's decision has been received; or
- (b) Thirty (30) days after the Employer's decision was due.

**8.03 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by via fax and/or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

#### **8.04 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or their designate presenting the grievance to the Union Secretary-Business Manager or the Union Area Staff Representative.

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the Employer may inform the union Secretary-Business Manager or their designate of their intention to submit the dispute to arbitration within:

- (a) Thirty (30) days after the Union's response has been received;  
or
- (b) Thirty (30) days after the Union's decision was due.

#### **8.05 Time Limits**

If the Union Secretary-Business Manager or their designate, an employee, or an Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither Party will be deemed to have prejudiced its position on any future grievance.

#### **8.06 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavors to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

#### **8.07 Policy Grievances**

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this

Agreement, the dispute shall be discussed initially with the General Manager, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

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

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Administrator commencing at Step 3 within fourteen (14) days of the employee receiving notice of dismissal or suspension.

### **8.09 Investigator**

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, a member of the Association of Arbitrators or a substitute agreed to by the parties shall, at the request of either party:

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

Within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

The Parties agree that this procedure will not be invoked until the grievance procedure has been completed.

### **8.10 Expedited Arbitration**

By mutual agreement, the Parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the Parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (1) A representative of the Employer and the Secretary-Business Manager of the HEU, or their designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be informal, lawyers will not be used to represent either party.
- (5) 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.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the arbitrator deems appropriate to convey a



- decision;
- (9) 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.
  - (10) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
  - (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
  - (12) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from the list of members of the Association of Arbitrators, or a substitute mutually agreed to by the Parties.
  - (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.04.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.02 Composition of the Board of Arbitration**

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the Agreement within seven (7) days:

- (a) Within seven (7) days thereafter, the other Party shall indicate the name of its appointee to the Board of Arbitration. The two (2) appointees shall then select an impartial chairperson.

(b) The Parties may mutually agree to refer the matter to a single arbitrator from the Association of Arbitrators.

### **9.03 Failure to Appoint**

If the recipient of the notice fails to appoint a nominee or the two appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either Party.

### **9.04 Authority of Arbitration Board/Arbitrator**

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

### **9.05 Decision of Arbitration Board**

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be in writing and shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

### **9.06 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half (½) of the fees and expenses of the Chairperson.

### **9.08 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

## **ARTICLE 10 - SENIORITY**

### **10.01 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on straight-time (1x) hours paid since the date of employment with the Employer.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

The above applies to the following Articles:

- Postings
- Layoff & Recall
- Unpaid Leave
- Vacation Scheduling and Vacation Entitlement
- Maternity & Adoption Leave
- Health & Welfare

Employees shall continue to accrue seniority during the following:

- Regular hours;
- Paid sick leave;
- Up to twenty (20) days unpaid leave of absence;
- Hours while off work due to ICBC;
- Vacation hours;
- Statutory holiday hours;
- Union business;
- Maternity leave;
- Hours while off work that have been approved by Workers' Compensation Benefits; and
- Unpaid sick leave medically supported to the Employers satisfaction.

## **10.02 Probationary Period**

### **Regular Employee**

It is understood that all new regular employees will be subject to a probationary period of four hundred and fifty-six (456) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one hundred and fifty (150) hours worked, or one (1) calendar month, whichever comes first.

### **Casual Employee**

- (a) Casual employees shall serve a probationary period of four hundred fifty-six (456) hours of work. During the said probationary period, casual employees may be terminated if she is found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- (b) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 10.02(a), but will be required to complete the qualifying period under Article 10.06.

## **10.03 Loss of Seniority**

An employee shall lose their seniority and shall be deemed to have terminated their employment in the event that:

- (a) They are discharged for just cause;
- (b) They voluntarily terminate their employment;
- (c) They are on layoff for more than twelve (12) months;
- (d) They abandon their position in accordance with Article 27.04;
- (e) They are on layoff and fails to report when recalled for work in

accordance with Article 6.03(3).

#### **10.04 Same Service Seniority Date**

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

#### **10.05 Promotion, Transfer, Demotion, Release**

In the promotion, transfer, demotion, or release of employees, qualifications and past job performance shall be the determining factors and where two (2) or more people are relatively equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

#### **10.06 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred fifty-six (456) hours or six (6) calendar months whichever occurs first.

In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority and accrued perquisites.

#### **10.07 Temporary Promotion, Transfer, or Demotion**

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

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

### **10.08 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive, in the new job, the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first (1st) day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

### **10.09 Transfers**

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.

### **10.10 Demotions**

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

(b) 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 their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued 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 Article 10.06 – Qualifying Period

- (c) If the Employer or employees exercise their right as in (b) as above, the Employer may consider original applications or repost the position, as it deems appropriate.
- (d) An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period.

For the purpose of Article 10.10 and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above shall remain at the increment step immediately preceding the step indicated by length of overall seniority.

### **10.11 Right to Grieve**

Where an employee feels they have been aggrieved by any decision of the Employer relating to promotion, transfer, or

demotion, the employee may initiate a grievance.

### **10.12 Supervisory or Military Service**

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

### **10.13 Seniority Lists**

Seniority lists for regular full-time employees shall be posted within the first week of the months of February and July. Seniority lists for regular part-time and casual employees shall be posted within the first week every quarter (February, May, August, and November). The seniority lists shall include the name, job category, and straight-time (1x) hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the Bargaining Unit Chairperson. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

### **10.14 Re-employment after Voluntary Termination or Dismissal for Cause**

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

## **ARTICLE 11 - JOB DESCRIPTIONS**

### **11.01 Notice of New or Changed Positions**

In the event that the Employer introduces a new position or makes significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along



with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed changes or wage rate, such objection must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the changes or wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

### **11.02 Job Postings and Applications**

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) A posting shall be required for vacancies or new positions which are in excess of one (1) calendar month and which the Employer is seeking to fill. A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (b) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range, closing date of posting and the program.

- (d) The Employer reserves the right to reassign an employee to an alternate program within the facility with the same shift pattern and number of hours.
- (i) On a short term basis (less than one (1) month) based on current operational needs; or
  - (ii) On a long term basis (greater than one (1) month) provided the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith;

AND

the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. For vacancies of longer than three (3) days and less than one (1) month, qualified, regular full-time employees who have indicated in writing their desire to work such positions shall be given the opportunity, where practicable, consistent with the requirements of 10.05. If the application of this paragraph requires the Employer to pay overtime to the employee, pursuant to Article 20.05(i) the proposed move shall not be made.
- (f) The Employer will accept an application for an anticipated posting(s) from an employee who may be absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave or special leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence. It is the employee's responsibility to complete the application for each absence.

The employee must be available for an interview within seven (7) calendar days following the closing of the competition or by the time the schedule of interviews for other internal applicants is complete. Upon notification by the Employee to the Employer prior to the scheduled interview, the Employer will also consider extenuating circumstances for a delay in the interview. This provision is not intended to permit standing applications.

- (g) A copy of the job posting will be sent to the Local of the HEU representative within the aforementioned seven (7) calendar days.
- (h) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

### **11.03 Relieving in Higher-Rated Positions**

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, they shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a wage range has been established, they shall receive the rate in the salary range which is next higher to their present rate.

### **11.04 Relieving in Lower-Rated Positions**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay.

### **11.05 Temporary Assignment to an Excluded Position**

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive one dollar (\$1.00) per

hour more than their current rate.

### **11.06 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

### **11.07 Temporary Positions to Accommodate Workload Hours**

Temporary Positions to Accommodate Workload Hours - The Employer has the ability to post a maximum of one (1) temporary regular position in each of the activity aide, care aide, LPN, RN, assisted living worker, cooks, dietary and housekeeping in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- (1) Post a permanent position;
- (2) End the term position;
- (3) Extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term or following seven (7) days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 Unpaid Leave**

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the General Manager and/or her designate. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) days, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Except those employees on WCB, sick, LTD, maternity, parental, adoption and ICBC leaves.

### **12.02 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

### **12.03 Unpaid Leave - Union Business**

The employee shall provide the Employer with seven (7) days written notice and subject to operational requirements; approval shall not be unreasonably withheld. Such leaves of absence without pay shall be granted for the following purposes:

- (a) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) For elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (c) To employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C., provided the dispute involves the Employer; or
- (d) To employees representing the Union in collective bargaining.

To facilitate the administration of Section (a), (b), (c), (d) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay, all benefits and seniority while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months and who are required to resign from their positions.

### **12.04 Union Bargaining Committee**

A Union Bargaining Committee shall consist of a maximum of three (3) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be

administered in accordance with Unpaid Leave - Union Business.

### **ARTICLE 13 - UNPAID LEAVE - PUBLIC OFFICE**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Articles 12.01.

### **ARTICLE 14 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay between the notification of death and the day after the funeral shall be granted to a regular employee upon application to the Employer in the event of a death of a member of the employee's immediate family. These days shall be for scheduled work days.

This shall include parent (or alternatively step-parent or foster parent), spouse\*, child, step-child, still born 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.

\* Spouse shall include common-law and/or same sex relationships.

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

Every effort will be made by the Employer to grant additional bereavement leave of absence without pay if requested by the employee in writing.

### **ARTICLE 15 - COMPASSIONATE CARE LEAVE**

1. Family member means:

- (a) A member of an employee's immediate family, as defined in the *Employment Standards Act*.
2. An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after
  - (a) The date the certificate is issued, or
  - (b) If the leave began before the date of the certificate is issued, the date the leave began
3. The employee must give the Employer a copy of the certificate as soon as practicable.
4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;
  - (a) The family member dies;
  - (b) The expiration of 26 weeks or other prescribed period from the date the leave began.
6. A leave taken under this section must be taken in units of one or more weeks.
7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee make take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.



## **ARTICLE 16 - SPECIAL LEAVE**

Special leave with pay may be used for the following purposes:

- (a) Attend formal hearing to become a Canadian Citizen - one (1) day with pay.
- (b) Paternity leave - one (1) day with pay.
- (c) Marriage of the employee - one (1) day with pay.
- (d) Attend funeral as pall-bearer - one-half (½) day without pay.
- (e) Sudden or serious illness of a dependent of an employee, when no one at the employee's home other than the employee can reasonably provide for the care of the ill dependent, employees may use up to two (2) consecutive days sick leave at any one time to a maximum of six (6) sick days per year. An employee may be required to substantiate the emergency, and any substantiated abuse of this provision will result in discipline, up to and including dismissal. Time taken under this clause will be deducted from the employee's accrued sick time.

## **ARTICLE 17 - FAMILY RESPONSIBILITY LEAVE**

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

- (a) The care, health or education of a child in the employee's care, or
- (b) The care of health of any other member of the employee's immediate family. (Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family).

## **ARTICLE 18 - EDUCATIONAL LEAVE**

### **(a) Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees,

entrance or registration fees, laboratory fees and course required books, pre-approved out of town traveling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

When an employee goes on approved Education Leave, upon completion of the leave they will return to their former position.

**(b) Employee Requested Unpaid Leave**

An employee may request an unpaid leave of absence of up to two (2) calendar years to take educational courses that have the potential for benefit related to the care of the residents and the employee's ability to fully perform the job duties, subject to the following provisions:

- (i) Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such an employee shall give six (6) calendar months advance notice in writing of such request.
- (ii) 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.
- (iii) Notices granting such requests shall be given by the Employer in writing.

**ARTICLE 19 - HOURS OF WORK AND WORK SCHEDULES**

**19.01 Continuous Operation**

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

**19.02 Hours of Work**

The hours of work of a regular full-time employee will normally be eight (8) hours per day, inclusive of an unpaid meal period, and

minimum of an average of thirty-five (35) hours per week to a maximum of forty (40) hours per week.

### **19.03 Scheduling Provisions**

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date for a period of four (4) weeks.
- (c) 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.
- (d) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.
- (e) Casuals shall be given forty-eight (48) hours' notice of cancellation of shifts that are scheduled up to thirty (30) days in advance. Unscheduled shifts (i.e. call-ins) require notice as early as possible.
- (f) Staff filling temporary positions over six (6) months in length will receive a minimum of five (5) working days' notice based on the return of the incumbent. (Those employees returning from prolonged leave please refer to Article 29.03 (c).
- (g) Employees who work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, shall be paid in accordance with Article 21.
- (h) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours pay at their regular rate if they commence work.

- (i) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer.
- (j) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.
- (k) The Employer's designate and the Union Steward at the local level will work together on schedules based upon the shift patterns and hours of work clauses in the relevant Agreement and the provision of this Article including the following:
  - (i) If either Party wishes a change to existing work schedules it shall provide the other Party with the earliest possible advance notice in writing;
  - (ii) The Parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;

If the Parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

## **ARTICLE 20 – JOB SHARE PROCESS**

All requests for job shares are employee initiated, and approved at the Managers discretion. Times where job shares may be considered are when recruitment and retention issues are identified.

A regular full-time employee wishes to job share.

- The Employee makes the request to their Manager.
- The Manager confirms with the Employee all details of a job-share arrangement (see attached agreement).

The following process is then applied:

The Manager will communicate to the regular full-time and part-time employees in that department that there is an opportunity for

a job share. This process avoids the possibility of two employees making the arrangement on their own.

The Employee requesting the job share will automatically be one of the employees sharing the position. A job share can only occur between two regular employees. The regular employees in the unit will be advised of the job-share opportunity via an e-mail providing the employees with seven (7) days to respond if they are interested. If there is no interest indicated from the e-mail an official Job Share posting reflecting the remaining FTE to be filled may be posted indicating the availability of same to regular employees only.

**NOTIFICATION** to the Employer will be made if an employee requests a job-share agreement, and the process outlined above will be initiated by the Manager.

**AGREEMENTS** for all job shares must be signed by the Manager, Union Chair or designate, Union Labour Relations Officer and Employees involved.

**SELECTION CRITERIA** will be as per the collective agreement.

**BUMPING** - for the purposes of bumping the job shared position will be identified as two 0.50 FTE positions (or FTE as otherwise agreed to). Employees who have identified one of the 0.50 FTE positions as their bumping option will be notified that the position is part of a job share and will be advised that they have to assume the job share language if they exercise their bump into the position.

**FTE** – typically a job share will appear as 2 x 0.50 positions. The fluctuation in FTE that is permitted with a job share can also be 0.60 and 0.40 – but is not to go outside these boundaries.

**ROTATIONS** – for purpose of rotation, it is one position split into two lines. The division of the line includes statutory holidays, so

the two employees would be sharing the designated days off. (As per HEU collective agreement there is no requirement to schedule lieu statutory holidays for part-time employees unless they are working a Monday-Friday rotation with reduced hours each day).

**TERMINATION OF AGREEMENT:** If one of the job-sharing partners decides to discontinue participating in the job share, she/he must give thirty (30) days' notice and they will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis.

Should the employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over the period of 30 days to find a job sharing partner satisfactory to all parties. If she does not wish a full-time position and no job sharing partner is found, she/he would post into another regular position (if one exists), revert to casual status or resign. The former job sharing position will be posted as a regular full-time position in accordance with the Collective Agreement.

**RENEWAL/REVIEW** of job share agreements will be done on an annual basis.

**JOB SHARING AGREEMENT BETWEEN**

**Hospital Employees' Union**

**AND**

**The Hamlets at Westsyde**

**FOR THE FULL-TIME HEU POSITION OF: \_\_\_\_\_**

**IT IS UNDERSTOOD AND AGREED THAT:**

1. The Job Sharing Agreement is applicable only for <name> and <name>.
2. The two regular employees named above have agreed to share the single full-time position equally of <classification> subject to there being no extra costs to all benefits.

The employees will equally share all duties and responsibilities of the position, which will be performed in accordance with established policies, standards and procedures.

3. Each employee in this job sharing agreement will be treated as a part-time 0.50 FTE employee for all benefit purposes.
4. For the first three (3) months of this job sharing agreement both employees noted above are deemed to be in a qualifying period pursuant to the Collective Agreement.
5. This job share arrangement shall be treated as a single position with regard to scheduling and job descriptions. For the purpose of the status of employee, the position will

appear as two separate part-time lines. It will be noted by each line that these are job-share positions.

6. If one of the above name job-sharing partners decides to discontinue participating in the job share, she/he must give thirty (30) days' notice and they will then post into another vacant regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should the employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over the period of 30 days to find a job sharing partner mutually agreed to with by both employees and the employer. If she/he does not wish a full-time position or no job sharing partner is found, she/he would post into another regular position (if one exists), revert to casual status or resign. The former job sharing position will be posted as a regular full-time position in accordance with the Collective Agreement.
7. In the event that the job-share is discontinued by the Employer, 30 days written notice will be provided, the most senior employee will be given first option to assume the full-time position. If the most senior does assume the position then the other partner will be displaced within 30 days, pursuant to the provisions of the Collective Agreement.
8. Each employee in the job sharing agreement must maintain unbroken eligibility for Employment Insurance and Canada Pension Coverage.
9. Temporary relief for this job-shared position will be determined pursuant to the Collective Agreement.
10. For displacement/bumping purposes, the positions will appear as two part time 0.50 job share positions (\*or 0.4/0.6). Bumping will occur as per the appropriate language in place, and in the event one of the employees



is bumped from their portion of the arrangement, the “bumper” will assume all job share arrangements/agreement. A new agreement would be signed by the involved parties.

IT IS FURTHER UNDERSTOOD THAT this Agreement is solely for the parties named and will be formally reviewed on an annual basis-commencing 2015. The employer maintains the right to cancel this arrangement if economics and/or efficiency of the Program’s operations are jeopardized by this agreement.

Employee (1) \_\_\_\_\_ Date \_\_\_\_\_

Employee (2) \_\_\_\_\_ Date \_\_\_\_\_

Manager \_\_\_\_\_ Date \_\_\_\_\_

Staff Representative, HEU \_\_\_\_\_ Date \_\_\_\_\_

Union Steward, HEU \_\_\_\_\_ Date \_\_\_\_\_

## **ARTICLE 21 - OVERTIME**

### **Definition**

- (a) “Straight time rate” means the hourly rate of remuneration.
- (b) “Time and one-half” means one and one-half times the straight time rate.
- (c) “Double-time” means employees will be paid at two times (2x) their regular hourly rate.

### **21.01 Overtime Compensation**

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 21.02, or who are requested to work on their scheduled off-duty days, shall be paid:
  - (i) The rate of time and one-half (1½) of their basic hourly rate of pay for the first (1st) four (4), and double time (2x)

thereafter;

- (ii) The rate of time and one-half (1½) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate of time and one-half (1½), but shall not have the day off rescheduled.
- (c) Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in (e) below.
- (d) 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 sixty (60) calendar days 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 sixty (60) calendar day period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (e) An employee who works two and one-half (2½) hours of overtime immediately before or following their scheduled hours of work shall be provided with a meal. One-half (½) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.
- (i) This clause shall not apply to part-time employees until the requirements of Article 21.01 have been met.
  - (ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal work day.

### **21.02 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

### **21.03 Overtime for Part-time Employees**

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

### **21.04 Rest Interval**

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

### **21.05 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager/Designate.

### **21.06 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 rate.

## **ARTICLE 22 - SHIFT PREMIUMS**

(a) Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift

worked.

- (b) Employees working the evening shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked.
- (c) In this section “evening shift” means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (700 hours). Weekend shift means any shift that begins at 11:00pm or after on the Friday and ends on or before 11:00 pm on Sunday.

### **ARTICLE 23 - ON-CALL AND ON-CALL DIFFERENTIAL**

Employees required to be on-call shall be paid an on-call differential of two dollars (\$2.00) per hour, or portion thereof.

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

Where an employee is on-call and is unavailable or does not report for work upon being called, the on-call differential shall not be paid for that period of being on-call within that calendar day.

Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device should be the responsibility of the Employer.

### **ARTICLE 24 - RESPONSIBILITY PAY**

One Nurse, who shall be responsible for the facility in the absence of Management, shall receive payment of \$1.00 per hour for hours worked on the evening shift, night shift or weekend shift. These payments shall be in addition to Article 22 (Shift Premiums). The Employer shall have the authority to designate the employee responsible.

## **ARTICLE 25 - STATUTORY HOLIDAYS**

**25.01** Regular employees shall be entitled to a day off with pay (in accordance to the equivalent hours worked and statutory holiday worked) for each of the following statutory holidays:

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

And any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall be a paid holiday.

### **25.02 Scheduling of Paid Holidays**

Entitlement should be scheduled by mutual agreement within sixty (60) days of the actual holiday.

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement.

### **25.03 Holidays Coinciding With a Day Vacation**

Where an employee is on vacation leave with pay and a paid statutory holiday falls within the same period, the paid statutory holiday shall not count as a day of vacation.

### **25.04 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work both Christmas Day and the following New Year's Day based on seniority, staffing requirements and the holiday shifts worked the previous year have at least one of those days off. Employees shall indicate their preference in writing on or before November 15th of each year.

### **25.05 Statutory Holiday Pay**

Part-time employees will receive their proportional statutory

holiday entitlement on the basis of time off at 4.8%. Regular employees who have a stat bank that contains sufficient hours to cover the paid day off will be able to book a paid holiday lieu day off. The employee must indicate the number of banked hours to be drawn at the time the request is made in writing, up to a maximum of 7.5 hours per day.

### **25.06 Holiday Falling on a Scheduled Workday**

A regular employee who works on any of the above-noted holidays shall be compensated at the rate of time and one-half (1½) for all hours worked.

### **25.07 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case they shall receive the higher rate.

## **ARTICLE 26 - VACATION**

**26.01** All employees shall be credited for and granted vacations earned up to the final cut-off date in June each year on the following basis:

- (a) New Employees who have been continuously employed at least six (6) months prior to the final payroll cut-off date in June will receive vacation time based on the total completed calendar months employed to the final payroll cut-off date in June on a pro-rated basis.

New employees who have not been employed six (6) months prior to the final payroll cut off in June will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to the final payroll cut-off date in June.

Regular part-time employees will be entitled to annual vacation on a pro-rated basis.

(b) Employees shall have earned the following vacation days off with pay:

Less than three (3) years	4% (10) days
Three (3) years but less than six (6) years	6% (15) days
Six (6) years or more	8% (20) days

The percentage of pay is based on earnings from the previous year.

### **26.02 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out in accordance with Article 27.03. Vacation owing shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before they have completed five (5) working days of employment is not entitled to annual vacation pay.

### **26.03 Vacation Carryover**

An employee may carry over up to five (5) days' vacation leave per vacation per year for two (2) consecutive vacation years, up to maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take their carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's vacation entitlement. Employees planning to carry

over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th of each vacation year.

#### **26.04 Call-back from Vacation**

- (a) Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency and will be paid straight time, and shall have the vacation time rescheduled at a mutually agreed time between the Employer and the Employee.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

#### **26.05 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 10.1 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second (2nd) vacation period, but only after all other first (1st) vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than six (6) vacation periods, per vacation year unless mutually agreed.

All earned vacation time shall be taken, including statutory holidays, as time off, unless an employee exercises their rights under Article 26.03.



## **26.06 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before:
- (i) September 1<sup>st</sup> for the entire year from October 1<sup>st</sup> through September 30<sup>th</sup>.
  - (ii) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

Request for vacation will be responded to within thirty (30) days of the employee's submission for vacation request where reasonably possible.

- (b) An employee who does not submit a request by the above cut-off date will have the request reviewed on a first come first served basis. Approval will be dependent on available coverage.
- (c) An employee who does not exercise their seniority rights by the cut-off date stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (d) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee. In the case of an emergency the employee must communicate any potential non-recoverable monetary losses associated with a vacation change. The Employer shall revoke their request for vacation change or agree to reimburse the employee for any non-reversible monetary losses they were advised of associated with the vacation cancellation and the vacation shall be rescheduled.

## **26.07 Initial Filling of the Vacation Shifts**

Within the first five (5) business days of the deadline noted above, the Employer begin to contact each casual staff, by seniority, and offer dates, times, and location of available work. Shifts, times, and location will be confirmed in writing by the Employer to each

casual staff. Each casual staff will be required to reply with “I accept the following shifts, times, and locations as written.”

Within thirty (30) days of the deadline noted above all eligible and available casual staff who have accepted shifts will be notified, in writing, confirming the dates, times, and locations of their shifts.

### **26.08 Vacation Pay**

Upon receipt of thirty (30) days' written notice, the Employer shall pay Vacation pay to an employee:

- (a) At least seven (7) days before the beginning of the employee's annual vacation, or
- (b) On the employee's scheduled paydays.

### **26.09 Vacation Credits upon Death**

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

### **26.10 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer, but where the parties do not agree, it shall be reinstated for use at a later date.

## **ARTICLE 27 - CONDITIONS OF EMPLOYMENT**

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

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed.

## **27.02 Vaccination and Inoculation**

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.
- (b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.
- (c) Employees refusing to take the influenza vaccine for health and religious reasons shall not have their employment terminated for that reason. Employees working at alternate worksite(s) must advise the Employer if their alternate worksite(s) is in an outbreak as confirmed by the Health Authority or Centre for disease Control. Such employees shall be placed on an unpaid leave of absence or transferred to another unit during the period of the outbreak.

## **27.03 Employee's Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days' notice when resigning their position. Employees leaving with less than fourteen (14) days' notice shall be paid their

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earned vacations at seventy-five percent (75%) of the accrued amount. For example: Employees resigning with 80 hours of accrued vacation shall have their vacation accrual paid out at 60 hours.

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

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

#### **27.04 Employment Abandoned**

Any employee who fails to report for work and does not notify the Employer within 48 hours of the scheduled shift, shall be considered as having abandoned their position and their employment will be terminated. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

### **ARTICLE 28 - GENERAL PROVISIONS**

#### **28.01 Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same. The Employer will supply suitable rubber gloves and aprons and aprons or other or protective clothing to employees required by the Employer to wear same.

If employees are required to wear uniforms, the Employer and the Union shall, at the request of either party, discuss matters pertaining to issues such as the regulating of uniforms, at a Union Management Meeting under Article 7.01.

#### **28.02 Employer Property and Personal Property Damage**

(a) 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.

**(b) Personal Property Damage**

Upon submission of reasonable proof, the Employer shall pay to repair or reimburse the employee up to a maximum of \$100.00, provided such personal possessions are the type suitable for use while on duty and are required by the Employer. No reimbursement shall be paid in those cases where the damage was a result of the employee's own actions.

**(c) Indemnity**

*Except where there has been negligence on the part of an employee, the Employer will:*

- (i) Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (ii) Assume all costs, legal fees and other expenses arising from any such action.

**(d) Tools**

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

**28.03 Badges, Insignia and Union Shop Cards**

A union member shall have the right to wear Union pins or badges displaying the recognized insignia of the Union.

## **ARTICLE 29 - SICK LEAVE**

### **29.01 Probationary Period**

For the first three (3) months worked a regular probationary employee is not entitled to sick leave. Upon completion of the three (3) month period, an employee will commence accruing sick leave credits and be entitled to utilize those credits.

### **29.02 Sick Accrual**

An eligible regular employee will accumulate sick pay at the rate of 2.466% of straight time paid hours to a yearly maximum of forty-five (45) hours.

Fifty (50%) percent of unused sick leave credits to a maximum of forty-five (45) hours each year will be paid out in the last pay period in March of the following year. Upon payment, the balance will be reduced by the hours paid out. If the employee wants to roll over the balance to the next year, the request to the employer must be in writing by March 31, or the portion will be paid out. The maximum balance in the sick leave bank shall be no more than ninety (90) hours.

### **29.03 Employee notice to Employer of illness**

- (a) The employee shall advise the Manager or designated person in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.
- (b) Sick leave with pay is only payable because of sickness/family leave. Employees who are absent from duty because of frequent or excessive sickness may be required to prove sickness in future instances for a specified time frame upon notification from the Employer.
- (c) Employees who are absent from work because of sickness shall contact their person in charge 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.

Employees returning from a prolonged absence between thirty (30) days and six (6) consecutive months must give a minimum of seventy-two (72) hours' notice of return. Employees returning after having been absent for more than six (6) months must give a minimum of five (5) days' notice of return. Reorientation will be required by the Employer and the employee and Employer shall agree on a return to work date but such date shall not be more than five (5) days from the date the employee gave notice to return.

It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.

- (d) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted, from accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.

#### **29.04 Employee absences that are related to ICBC**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement.

The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf.

To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **29.05 Sick leave while on WCB**

Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

### **29.06 Expiration of Sick Leave Credits**

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 12.01(a). If the employee is not fit to return to their previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

Benefits will continue to apply for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees, who wish to continue to coverage under this Article, may do so provided the employee pays the full cost of the premiums.

**29.07** If a doctors' note is requested by the employer, it will be reimbursed up to \$15.00 per note.

## **ARTICLE 30 – EARLY SAFE RETURN TO WORK**

### **Preamble**

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



**Mutual Commitment and Voluntary Participation:**

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

**Confidentiality:**

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

**Individual Employee Participation in A Return to Work Program**

Prior to commencement of a return to work initiative for individual employees, the Employer, the employee (and the local union representative if the employee so desires) shall discuss the planned program and its duration. These specifics will be confirmed in writing to all involved.

An employee involved in a return to work program will be employed in a capacity which is in keeping with the employee's health and ability to perform work and does not cause undue hardship.

**Availability:**

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

**General Provisions:**

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

Agreement.

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

## **ARTICLE 31 – WORKERS COMPENSATION**

### **31.01 Employees on Workers Compensation**

Employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall continue to accrue.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 12.02 - Health and Welfare Benefits While on Unpaid Leave of Absence.

### **31.02 Benefits While on Compensation**

Employees who are absent from work and in receipt of Workers' Compensation Board wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall be applied as follows:

- (a) Seniority hours pursuant to Article 10.1 shall continue to accrue;
- (b) Accumulative benefits shall continue to accrue;
- (c) The Health and Welfare provisions of Article 36 will continue to apply.
- (d) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

### **31.03 Employee to Contact Employer**

Employees who are absent from work due to Workers' Compensation Board 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.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage loss replacement benefits shall 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.

It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.

## **ARTICLE 32 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE**

### **32.01 Pregnancy Leave**

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

Leave of absence for pregnancy may be taken for a period of seventeen (17) weeks. Seniority and continuous service will continue to accumulate during the full period of pregnancy leave. The Employer shall maintain the employee's benefit coverage during pregnancy leave provided the employee maintains her share of the cost of the plan.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy reasons preceding the period stated by the *Employment Insurance Act*,

shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of pregnancy leave of absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

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

Upon return to work, the employee shall continue her former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence without pay and subject to the provisions of Article 32.01.

### **32.02 Parental Leave**

An employee shall be eligible for parental leave of up to thirty-seven (37) consecutive weeks without pay or thirty-five (35) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 32.01, provided such leave is concluded within fifty-two (52) weeks of the child's birth.

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 32.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the

commencement of the leave.

### **32.03 Adoption Leave**

Upon request and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks following the adoption of a child provided such leave is concluded within fifty-two (52) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply the leave.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks Adopted Parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

**32.04** Seniority and continuous service will continue to accumulate during the full period of pregnancy, parental and adopting parent leave. The Employer shall maintain the employee's benefit coverage during pregnancy, parental and adopting parent leave provided the employee maintains their share of the cost of the plan.

## **ARTICLE 33 - PAY DAYS**

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

- (a) The statements given to the employees with their pay cheques shall include the amount of statutory holidays paid, the listing of all adjustments including overtime, the cumulative amount of sick leave credits earned, and an itemization of all deductions. The Employer may opt to provide an employee with the statement of wages electronically rather than with a

paper copy.

- (b) Employees will be paid during the normal operating hours of the business office as posted on the bulletin board or such other arrangement as may be agreed upon between the Employer and the employees.
- (c) The pay for a vacation period to which an employee is entitled shall be paid to the employee not later than her/his last work day prior to the commencement of the vacation period subject to the vacation pay request being submitted by the employee.
- (d) The Employer may implement a system of cheques.

All employees shall be paid by direct deposit unless unforeseen circumstances force the Employer to pay by cheque.

#### **ARTICLE 34 - REST AND MEAL PERIODS**

- (a) There shall be fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Union/Management Committee as per Article 7.01.

#### **ARTICLE 35 - JURY DUTY**

Regular employees, who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the

court duty. An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

## **ARTICLE 36 - HEALTH CARE PLANS**

Following notification that the probationary period has been successfully completed, the Employer agrees to provide the following:

### **36.01**

#### **(a) Medical Service Plan**

The Employer shall pay one hundred percent (100%) of the premium cost of B.C. Medical Services Plan for regular full-time and regular part-time employees and their dependents.

A regular employee who wishes to have coverage for other than dependents may do so provided the Medical Service Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for regular employees who shall be enrolled for coverage pursuant to Article 36.02 (b) other than for employees who are otherwise covered by a medical plan.

#### **(b) Drug Plan**

One hundred percent (100%) of the premium providing 100% reimbursement for eligible full-time and part-time employees and their dependents; (see Article 36.02 (b) for eligibility). A Blue-net card will be provided to each employee. The card will cover up to a five dollar (\$5.00) dispensing fee. Employees will have to pay a five dollar

(\$5.00) fee for each prescription. The Blue net card will cover only generic prescriptions unless medically contraindicated.

Effective January 15, 2016, the Plan will be subject to the Fair Pharmacare Formulary Drug pricing subject to Special Authority.

**(c) Extended Health Care Plan**

One hundred percent (100%) of the premium cost of an Extended Health Care package providing a variety of professional service coverage, medical appliance coverage, out-of-province emergency medical treatment with no cap, referrals out of Canada for treatment unavailable in Canada, hearing aid coverage, for eligible full-time and part-time employees and their dependents; (see Article 36.02 (b) for eligibility). The annual deductible paid by the employee will be fifty dollars (\$50.00) for a single and one hundred dollars (\$100.00) for a family.

**(d) Dental Plan**

The Employer will pay one hundred percent (100%) of the premium cost for a preventative dental plan at eighty percent (80%) reimbursement and a major dental and orthodontic plan at fifty percent (50%) reimbursement for eligible full-time and part-time employees and their dependents, at the most recent fee schedule available; (see Article 36.02 (b) for eligibility). The annual deductible paid by the employee will be fifty dollars (\$50.00) for a single and one hundred dollars (\$100.00) for a family.

**(e) Life Insurance Policy**

One hundred percent (100%) of the premium cost of a life insurance policy of fifty thousand dollars (\$50,000.00) for full-time and part-time employees; (see Article 36.02(b) for eligibility).



**(f) Long Term Disability Plan**

One hundred percent (100%) of the premium cost of a 'own occupation' Long Term Disability plan providing benefits payable after a 119 day wait up to age 65 providing sixty percent (60%) of wages to a maximum of three thousand and five hundred dollars (\$3,500.00) per month for eligible full-time and part time employees only. The plan shall be mandatory and shall cover eligible post-probationary employees. (See Article 36.02 (b) for eligibility).

**(g) Vision Care**

Upon proof of purchase, the Employer will provide regular employees and their dependents two hundred and fifty dollars (\$250.00) allowance every twenty- four months, towards the purchase of prescription eye wear or eye exams. (See Article 36.02 (b) for eligibility).

**(h) Critical Illness**

One hundred percent (100%) of the premium cost of Critical Illness Insurance of \$25,000.00. Health evidence will not be required. (See Article 36.02 (b) for eligibility).

**36.02 Commencement of Coverage**

- (a) All employees entitled to coverage under the insurances outlined in Article 36.01 shall themselves be responsible for completing a requisition form requesting such coverage. Such requisition form shall be made available by the administration.
- (b) Coverage under the provisions of this Article shall apply to the indicated eligible employees in each subsection. A part time employee is eligible if they work on average twenty two and one half (22.5) hours per week on a regularly scheduled basis and shall commence the first day of the calendar month immediately following the completion of the employees' probationary period.
- (c) The Employer will maintain, at a minimum, the health and welfare coverage for benefits in place on the date of certification.

## **ARTICLE 37 - EMPLOYMENT INSURANCE COVERAGE**

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

## **ARTICLE 38 - RRSP**

The Employer agrees to administer an RRSP program (non-mandatory) and the Employer agrees to match employee contribution at two percent (2%).

If the employee is interested in the RRSP program they are to request the RRSP Employee Consent Form (site HR assistant or GM to sign signature of Employer authorization).

Once in receipt of the signed form, the employee must call HSBC to set up an appointment to set up their own RRSP account. The site HR assistant will provide the team member with the contact information of the person at the local HSBC branch to call and make an appointment with.

Once the team member has set up their account with HSBC they are to return the RRSP employee consent form to the site HR assistant and contributions will begin at the start of the next pay period.

## **ARTICLE 39 - CHANGE IN AGREEMENT**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

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

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees on staff, and the Employer will share the cost of printing and distributing the

Agreement.

## **ARTICLE 41 - OCCUPATIONAL HEALTH AND SAFETY**

**41.01** The parties 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 Employer and the Union agree to adhere to the provisions of the *Workers' Compensation Act* and related Regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at the worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

**41.02** The Joint Occupational Health and Safety Committee will be established in accordance with and governed by the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

Unless otherwise mutually agreed, the Occupational Health and Safety Committee shall be composed of equal representation of the Employer and the Union and shall be a maximum of four (4) members. Two co-chairs, one selected by the worker representatives and the other by the Employer representatives.

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

Alternates shall be selected to attend meetings or conduct committee business when regular members are not available. Alternates shall be selected at the same time as regular members.

The parties recognize the importance of continuity of representation at meetings of the Joint Occupational Health and Safety Committee.

## **Committee Responsibilities**

The Joint Occupational Health and Safety Committee shall function pursuant to the provisions of the *Workers' Compensation Act* and related Regulations. The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive 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.

Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be posted in the workplace in a conspicuous area for at least three (3) months and shall be sent to the Employer and the Union designate.

### **41.03 Date of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at their regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

### **41.04 Transportation**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for Employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

#### **41.05 Right to Refuse Unsafe Conditions**

No Employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and Regulations.

#### **41.06 In Lieu Time to Attend Committee Business**

Employees who are members of the Committee shall be granted leave without loss of pay, or straight time wages if no member of the committee is on shift, while attending meetings of the Committee or to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

Where an employee is appointed to serve on the Occupational Health and Safety Committee as a regular member of the committee for the first time, the Employer will provide such employee with one day of paid educational leave.

Each member is entitled to an annual educational leave totaling eight (8) hours to attend courses identified by the Joint Occupational Health and Safety Committee to promote a safe and healthy workplace that are conducted by WorkSafeBC or with the approval of WorkSafeBC. Courses must be approved by the Employer.

#### **41.07 Incident Investigation**

The Joint Occupational Health and Safety Committee shall be notified by the Employer in a timely manner of each accident, incident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee shall investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury.

In the event of a fatality, the Employer shall immediately notify the Union designate.

#### **41.08 Orientation and Training**

The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe handling of materials and products. The employer will also make readily available information manuals and procedures for these purposes. The employer will provide appropriate safety clothing and equipment.

#### **41.09 Critical Incident Debriefing**

Critical Incident stress defusing shall be made available and be known to employees who have suffered a serious work related incident of an unusual nature. Leave to attend such a session will be without loss of pay.

#### **41.10 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer to check the wellbeing of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee may 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.

#### **41.11 Violence in the Workplace**

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

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers based on the recognition of violence in the workplace as an occupational

hazard. This hazard is to be addressed by the Occupational Health and Safety program following the same procedures required by the *Occupational Health and Safety Regulations* that address workplace hazards.

#### **41.12 Communicable Diseases**

Employees will carry out their work in accordance with the applicable statutory requirements pertaining to the *Occupational Health and Safety Regulations*. The parties agree to take all necessary safety precautions to deal with the threat of communicable diseases, provision of training on proper use of Personal Protective Equipment is appropriate and the provision of any available precautionary treatments. As per the *Occupational Health and Safety Regulations* the Employer will keep written records of all employees exposed to infectious diseases.

#### **41.13 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe. Where the absence of one or more employees may create an increase in the workload for other employees, the employer will resolve the matter by:

1. The supervisor will discuss duty priorities with the affected employee(s).
2. Re-assigning work.
3. Utilizing casual employees in accordance with the collective agreement.

An employee who believes her workload is unsafe or excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved the employee may also seek remedy by means of the grievance procedure or refer safety related workload concerns to the Occupational Health and Safety Committee for investigation.

**ARTICLE 42 - TRANSPORTATION ALLOWANCE**

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty cents (\$0.50) per kilometre. Parking will be paid by the Employer.

Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee, upon written proof, that portion of the premium representing the necessary insurance.

**ARTICLE 43 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

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

**ARTICLE 44 - VARIATIONS**

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

**ARTICLE 45 - ARBITRATION SETTLEMENT TO CONCLUDE COLLECTIVE BARGAINING**

Should the parties reach an impasse following bargaining in good faith and providing the Union Membership has voted in favor, and providing there is mutual agreement as an alternative to Strike or Lockout, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by an Arbitrator mutually agreed to by the parties or appointed by the Labour Relations Board.



Prior to commencing the arbitration proceedings, the Arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration. The Arbitrator will take into account the financial situation and ability to pay of the Employer in rendering the decision.

#### **ARTICLE 46 - 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 8.10 of the Collective Agreement.

#### **ARTICLE 47 - CONTRACTING OUT (SEE LETTER OF UNDERSTANDING)**

Where the Employer intends to expand contracting out beyond the status quo at the date of ratification the following shall apply:

- (a) The Employer shall provide the Union with a minimum of four (4) months written notice of the intention to contract out work that would result in the layoff of staff. The notice shall include specific detail with respect to the classifications affected and the employees to be initially displaced.
- (b) The Parties agree to meet as soon as possible after notice is served pursuant to (a) to discuss pertinent information regarding the work to be contracted in order to see if adjustments can be made between the parties to retain such

work in the bargaining unit.

- (c) The *Employment Standards Act* provisions as applicable with respect to termination (notice).
- (d) It is understood that the work may be contracted in emergency situations where specialized equipment or skills are required, or where the Employer does not have available employees to perform such work, or are not qualified to perform the work.

## **ARTICLE 48 – CONFLICT WITH REGULATIONS**

In the event that there is a conflict between the contents of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.

## **ARTICLE 49 - VOLUNTEERS**

It is agreed that volunteers have a role to fill in the operation of a long term care facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this agreement, is consistent with the above.

## **ARTICLE 50 - PROFESSIONAL RESPONSIBILITY**

### **50.01 Employee Concerns**

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

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

**50.02 Discussion with Care Coordinator**

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

**50.03 Unusual Occurrence Report Form**

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

**50.04 Union/Management Committee Meeting**

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

**50.05 Matter May be Grieved**

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

**ARTICLE 51 - EFFECTIVE AND TERMINATING DATES**

**51.01 Duration**

This Agreement shall be binding and remain in effect from July 6, 2018 until September 5, 2021.

**51.02 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**51.03 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement until such time as either Party discontinues negotiations.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

**51.04 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect on the date of ratification unless otherwise specified.

**ARTICLE 52 - SUPERIOR BENEFITS OR VARIATIONS**

All rights, benefits, privileges and working conditions, which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 53 - STAFF MEALS**

Current practices for staff for meals and snacks, coffee and tea as of February 2009 shall remain the same during the life of the Agreement except that with each wage increase the cost of the meal will increase at the same percentage.

**ADDENDUM #1**

**Wage Schedules**

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Employees' Agreement on the dates set out on the Wage Schedule.

<b>Position</b>	<b>Current</b>	<b>Ratification</b>	<b>July 6, 2019</b>	<b>July 6, 2020</b>	<b>July 6, 2021</b>
<b>RN</b>					
Probation		\$34.00	\$34.25	\$34.75	\$35.25
After 487.5		\$34.50	\$34.75	\$35.25	\$35.75
1825		\$34.75	\$35.00	\$35.50	\$36.00
3650	\$33.97	\$35.25	\$35.50	\$36.00	\$36.50
<b>LPN</b>					
Probation		\$25.23	\$25.73	\$26.23	\$26.70
After 487.5		\$25.73	\$26.23	\$26.73	\$27.20
1825		\$25.87	\$26.37	\$26.87	\$27.35
3650	\$24.97	\$26.12	\$26.62	\$27.12	\$27.60
<b>ALW / RA / CA / LSW</b>					
Probation		\$18.75	\$19.25	\$19.75	\$20.25
After 487.5		\$19.25	\$19.75	\$20.25	\$20.75
1825		\$19.50	\$20.00	\$20.50	\$21.00
3650	\$18.72	\$19.75	\$20.25	\$20.75	\$21.50
<b>Cook</b>					
Probation		\$16.75	\$16.85	\$17.10	\$17.25
After 487.5		\$17.25	\$17.35	\$17.60	\$17.75
1825		\$17.50	\$17.60	\$17.85	\$18.00
3650	\$15.97	\$18.00	\$18.10	\$18.35	\$18.50

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<b>Position</b>	<b>Current</b>	<b>Ratification</b>	<b>July 6, 2019</b>	<b>July 6, 2020</b>	<b>July 6, 2021</b>
<b>Dietary / Laundry / Housekeeping</b>					
Probation		\$13.50	\$14.00	\$15.00	\$15.25
After 487.5		\$14.00	\$14.50	\$15.50	\$15.75
1825		\$14.15	\$14.65	\$15.65	\$15.90
3650	\$13.02	\$14.40	\$14.90	\$15.90	\$16.15
<b>Maintenance</b>					
Probation		\$20.00	\$20.15	\$20.30	\$20.45
After 487.5		\$20.50	\$20.65	\$20.80	\$20.95
1825		\$20.75	\$20.90	\$21.05	\$21.20
3650	\$20.97	\$21.10	\$21.25	\$21.40	\$21.55

## **ADDENDUM #2**

### **Casual Employees**

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) Vacation relief;
  - (2) Sick leave relief;
  - (3) Education relief;
  - (4) Maternity leave relief;
  - (5) Compassionate leave relief;
  - (6) Union business relief;
  - (7) Educational leave relief;
  - (8) Such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department, except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position

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within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 11.02(a) of the Collective Agreement.

4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
  - (b) Where a position is filled by a casual employee under Section 3 and that position will last more than six (6) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:
    - (i) Medical Plan
    - (ii) Dental Plan and Extended Health Care Plan
    - (iii) Group Life Insurance
    - (iv) Vision Care
  - (c) Coverage under this Section shall cease when either:
    - (i) The regular incumbent returns to the position, or
    - (ii) The casual employee is no longer working in the posted position.
  - (d) Casual employees receiving benefits under this Section shall not be entitled to receive benefits under Section 15.
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- (a) Article 6 - Technological, Automation and Other Changes;
  - (b) Article 10 - Seniority, Articles 10.01, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, and 10.10;
  - (c) Article 12 - Leave of Absence;
  - (d) Article 19.02 - Hours of Work, 21.01, 21.02, 21.04



Overtime;

(e) Article 25 - Statutory Holidays and Annual Vacations,  
Article 26;

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The Employer shall maintain both (a) a master casual seniority list, which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

Casuals shall be given forty-eight (48) hours' notice of cancellation of shifts that are scheduled up to thirty (30) days in advance. Unscheduled shifts (i.e. call-ins) require notice as early as possible.

8. The manner in which casual employees shall be called to work shall be as follows:
  - (a) The Employer shall call, by telephone, only those casual employees who are registered in the classification registry applicable to the work required to be done, at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.
  - (b) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee

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called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.

- (c) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (d) Casual employees shall notify the Employer ten (10) days prior to the beginning of each month: the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on three (3) consecutive occasions for which they indicate they will be available to work may be terminated.

When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone as per a, b, and c below. Employees without text options registered shall be called as above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address or cell phone numbers. Where the Employer uses group texting it shall be done through a reputable service provider.

- i) Where a vacancy is known less than 8 hours in advance and up to 24 hours in advance, the casual employees shall have 10 minutes to respond and the shift(s) shall

be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

- ii) Where a vacancy is known more than 24 hours in advance, but less than 72 hours in advance, the casual employees shall have one (1) hour, (except on weekends and statutory holidays will revert to i) above) to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- iii) Where a vacancy is known more than 72 hours in advance, the casual employee shall have four (4) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or blocks of shifts within the time limit.
- iv) The above process does not include scheduling for vacation relief.

(e) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee. Casual employees' will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the skills required.

9. Casual employees shall not be dismissed except for just and proper cause.

10. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

11.(a) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following

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the first (1st) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment of seniority date shall be added to such classification registry or registries as are applicable in the order that they are hired.

- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment of seniority.
- (c) Upon request the Employer shall send to the Union a revised copy:
  - (i) Of the master casual seniority list; and
  - (ii) Of each classification registry maintained by the Employer.

12. (a) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and fifty-six (456) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

- (b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 10.02 of the Collective Agreement but at no time will this period be longer than the full period of one probationary period
- (c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 10.02.

13. Casual employees shall receive ten-point-eight percent (10.8%) of their straight time pay in lieu of scheduled vacations and statutory holidays.

14. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits.
15. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

16. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
17. The parties have agreed that upon return to work from receiving Workers' Compensation Benefits, casual employees receive seniority hours for their time away based on the rate of seniority hours earned in the 26 weeks immediately preceding the date of injury.
18. Casual employees are required to work a minimum of 225 hours over a twelve month period. Employees who do not work or make themselves available, in writing, for this

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minimum amount of time without an acceptable reason may be removed from the casual list.

## **ADDENDUM #3**

### **Night Staff Pay**

In recognition of the working conditions, the night staff seven and one-half (7.5) hour shift will be paid as an eight (8) hour shift, at the appropriate rate.

## **ADDENDUM #4**

### **Lunch Program**

The employer will provide bread in the freezer, peanut butter and jam in the cupboard, and any leftover soup for staff to consume while at work.



**ADDENDUM #5**

**SIGNING BONUS**

Signing bonus of two hundred and seventy-five dollars (\$275.00) to be prorated for all regular employees that were on staff as of July 6, 2018.

And Casual staff who have worked an average of twenty-two hours per week for six (6) months prior to July 6, 2018.

Payment will be made at the end of January 2019.

## **LETTER OF UNDERSTANDING – CONTRACTING OUT**

This letter confirms the Employer has agreed not to contract out bargaining unit work that would result in the layoff of bargaining unit employees during the term of the 2018-2021 collective agreement.

If the Employer does intend to contract out work at the expiry of the Collective Agreement, the Employer shall notify the Union of such within the final ninety (90) days of the term of the current agreement, and will discuss in good faith any alternatives proposed by the Union.

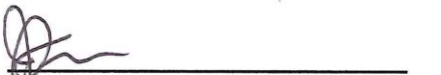
It expires with the negotiation of a new Collective Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maire Kirwan**  
Coordinator of Private Sector

  
\_\_\_\_\_  
**Janine Brooker**  
HEU Negotiator

  
\_\_\_\_\_  
**Gayle Murphy**  
Bargaining Committee Member

  
\_\_\_\_\_  
**Jasmyn Beppe**  
Bargaining Committee Member

  
\_\_\_\_\_  
**Rita Stanchfield**  
Bargaining Committee Member

  
\_\_\_\_\_  
**DATE SIGNED**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Andre Van Ryk**  
Employer Negotiator

  
\_\_\_\_\_  
**Hendrik Van Ryk**  
Employer Negotiator

  
\_\_\_\_\_  
**DATE SIGNED**