

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**IMPERIAL PLACE RESIDENCE INC.**  
**AND**



**HOSPITAL EMPLOYEES' UNION**

**JANUARY 16, 2019 to JANUARY 15, 2022**

Note: underlined text is new language for 2019 - 2022

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**BETWEEN:**

**IMPERIAL PLACE RESIDENCE INC.**  
(Herein after called "the Employer")

**AND:**

**HOSPITAL EMPLOYEES' UNION**, representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.  
(Herein after called "the Union".)

## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

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

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

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

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



## **1.02 No Discrimination**

- a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (i) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
- Sexual solicitation or advances; inappropriate touching or sexual comments; or
- Any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority.
- (ii) Other harassment is defined as: verbal threats and/or verbal abuse; derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse; psychological abuse; intimidation; and gender or ethnic based jokes, insults or taunting
- (iii) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to manage and/or discipline its employees.
- c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for

reason of membership or activity in the Union.

### **1.03 Complaints Investigation**

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

1. A written complaint may be made as per the Employer's harassment policy procedures. The name of the complainant, the respondent and the circumstances of the complaint shall not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint, and ensuring a fair process. A complainant and respondent (if a Union member) shall be entitled to a shop steward at all stages of the complaint process. The Employer shall promptly notify the Union as soon as a member of the Union brings a complaint or is named in a complaint. A written summary of the results of the investigation and the proposed action to be taken to resolve the complaint shall be provided to the Union.
2. A written complaint made be made as follows:
  - a) where the complaint pertains to the conduct of an employee within the HEU bargaining unit it shall be referred to G. Brodsky, H. Jensen, J. Henderson (Complaints Investigator); or
  - b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to S. Moore, P. Janzen (Complaints Investigator).

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

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

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

### **2.01 Sole Bargaining Agency**

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

In furtherance of the above, the Employer shall provide, an on-site, accessible, file cabinet with keys for the sole use of the Union.

### **2.02 Union Shop**

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

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

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

Article 7.04 - Grievance Procedure

Article 7.05 - Dismissal/Suspension for Alleged Cause.

### **2.03 Union Check-Off**

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

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

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely in a fashion agreeable to both parties.

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

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

Twice every calendar year in the second pay period in January and July the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the

Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely in a fashion agreeable to both parties to: [memberupdates@heu.org](mailto:memberupdates@heu.org).

## **2.04 Induction**

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

## **2.05 Shop Stewards**

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

- a) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards plus alternates.
- b) The Employer is to be kept advised of all Shop Steward appointments.
- c) One (1) Shop Steward, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- d) Union business may be transacted on the Employer's property and/or during business hours with the prior approval of the Employer. Approval shall not be unreasonably denied. When the absence of a Shop Steward would unduly disrupt the operation of the Employer's business, such Shop Steward may be refused leave of absence to transact Union business, in which case the Employer shall arrange as soon as possible an alternative work time for the Shop Steward to conduct the Union business.

## **ARTICLE 3 - DEFINITIONS**

### **Common-Law Spouse**

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

The Company shall amend the above definition of "common-law spouse" to that which is required by Provincial law, upon proof being provided by the Union.

### **Gender Neutral and Singular/Plural**

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

## **ARTICLE 5 - STRIKES, LOCKOUTS, LEGAL PICKET LINES**

### **5.01 No Strikes or Lockouts**

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

## **5.02 Legal Picket Line**

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code* of B.C. shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this article shall be considered to be absent without pay.

## **ARTICLE 6 - UNION MANAGEMENT COMMITTEE**

### **6.01 Union/Management Meetings**

The parties, shall, as occasion warrants, meet for the purpose of discussing and attempting to resolve any grievance or dispute arising between them. Each side may have up to three (3) representatives at meetings under this article. For the Union, this shall be two (2) persons who are employees of the Employer, and the Secretary-Business Manager, or his/her representative.

The party requesting Union/Management meeting shall inform the other party of the matters it wishes to discuss, at the time of making such request. The parties shall develop an agenda prior to the meeting.

**6.02** Attendance at Committee meetings held during an employee's scheduled working hours shall be without loss of pay. Time spent by employees attending Committee meetings outside their working hours shall be paid at straight-time rates.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Union Representation**

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to article 2.05.

### **7.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop

Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

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

No meeting shall take place under this article without reasonable advance notice being given to the member.

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

- a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. 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.
- b) Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files, after eighteen (18) months have expired from the date such document was placed therein. The Employer shall not unreasonably deny requests under this section, provided there have been no other disciplinary documents of



a similar nature placed in the employee's file during such period.

## **7.04 Grievance Procedure**

### **Grievances**

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

Grievances of a general nature may be initiated in step two of this grievance procedure. Either party to this agreement may lodge a grievance with the other party.

#### **STEP ONE:**

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

#### **STEP TWO:**

The grievance shall be reduced to writing, signed by the employee (grievor) and a Shop Steward and shall be presented to the designated facility manager by a Shop Steward, who shall discuss the grievance. The Regional Manager, or designate and the grievor may be present during this discussion. Within seven (7) calendar days of receipt of the written grievance, at this step, the Employer shall give his/her written reply. If the grievance is not settled at this step, then:

### **STEP THREE:**

The Union/Management Committee shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) calendar days.

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

When the Employer has a grievance, it shall forward it to the Union, in writing, within seven (7) calendar days of the occurrence of the grievance. The Union shall make itself available to meet with the Employer to discuss the grievance within twenty-one (21)) calendar days, following its receipt of same, if the grievance is not settled within seven (7) calendar days following this discussion, either party may submit the matter to arbitration for final resolution under Article 8.01(a).

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

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

Employees shall not be dismissed or suspended except for just and reasonable cause.

### **7.06 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 8, it is found that an employee was laid off in violation of this Agreement, or disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the

Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

### **7.07 Time Limits**

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party.

### **7.08 Grievance Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Chris Sullivan, H. Laing; R. Germaine C. Bruce, S. Moore; Bob Blasina; Irene Holden; Mark Atkinson; Elaine Doyle, or a substitute agreed to by the parties shall at the request of either party:

- a) investigate the difference
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference

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

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

This article is intended to be non-prejudicial and the parties agree not to rely upon any matter arising out of an application of this article in other interpretations of the agreement or at any

subsequent hearing or proceeding under the agreement or under the *Labour Relations Code* of B.C., without the mutual consent of both parties.

Each party shall pay its own expenses and costs and one-half (1/2) of the compensation and expenses of the Troubleshooter.

### **Expedited Arbitration**

- 1) A representative of the employer and the Union, or his/her 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) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- 3) The process is intended to be informal.
- 4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- 5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- 6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- 7) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- 8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- 9) The expedited arbitrators, who shall act as sole arbitrators, shall be consistent with the list in Trouble shooter 7.06.
- 10) The expedited arbitrator shall have the same powers and authority as an arbitration board.
- 11) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 8 - ARBITRATION**

### **8.01**

#### **a) Composition of Board**

Should the parties fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

Emily Burke	Wayne Moore	Chris Sullivan
Karen Nordinger	Rod Germaine	Joan Gordon
Irene Holden	Mark Atkinson	Elaine Doyle

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

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

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

#### **b) Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. The list of arbitrators and selection process shall be as set out in Article 8.01(a).

Should the parties fail to agree on an arbitrator within

fourteen (14) calendar days from the date the matter was first referred to arbitration, either party may request the Minister of Labour of the Province of B.C. to make such appointment.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration.

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

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

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

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

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 8 excepting Article 8.03.

## **8.02 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to employees required to give evidence at an arbitration under this article, provided the employee involved is normally scheduled to work during the period in question. Where possible he/she will be required to complete the balance of his/her regular shift on that day provided the Employer so requires and doing so does not exceed eight (8) hours.

## **8.03 Arbitration Board Hearings**

The Employer shall grant unpaid leave to a reasonable number of

employees representing the Union before an Arbitration Board. When the absence of any employee under this section would disrupt the operation of the Employer's business, such leave of absence may be refused.

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

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

#### **8.05 Reinstatement of Employees**

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

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

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

#### **9.01 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 as defined in Article 18.02 and are entitled to all benefits of this Agreement.

## **9.02 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 the benefits of this Agreement where the context reasonably permits, such benefits to be pro-rated on the basis of the percentage of full-time hours each such employee actually works, where applicable.

## **9.03 Casual Employee**

A casual employee is one who is not regularly scheduled to work and accumulates seniority on an hourly basis and is entitled to such benefits as outlined in this Collective Agreement including Article 45.

## **9.04 Regular Work force**

The terms regular work force and regular employees as used in this Agreement refer to the complement of regular full-time and regular part-time employees who may be employed at any point in time.

## **9.05 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure (Article 7).

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** For the first three (3) calendar months of continuous service with the Employer, any employee shall be a probationary employee. Casual employees shall serve a probationary period consisting of four hundred and fifty (450) hours actually worked or the first three (3) continuous calendar months, whichever occurs latest. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee



may be terminated if he/she is found to be unsuitable for continued employment on the basis of bona fide work related reasons.

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

## **ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILES**

### **11.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days of being presented with the evaluation. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **11.02 Personnel File**

An employee, or the Secretary-Business Manager of the Union, (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference. The Secretary-Business Manager of the Union, (or his/her designated representative), will received copies, upon request to the Employer of those documents relevant to be investigation of a

grievance.

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

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

## **ARTICLE 12 - SENIORITY**

### **12.01 Definition**

For purposes of this Agreement, seniority is defined as all hours paid for and shall include all absences for which seniority continues to accumulate. Seniority includes hours of employment with the Employer prior to the Union's certification.

### **12.02 Promotion, Transfer, Demotion, Layoff**

In the promotion, transfer, non-disciplinary demotion or layoff of regular employees, the successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- a) Past performance
- b) Seniority

Where according to the above factors two or more employees are equal for a position, seniority will be the deciding factor.

### **12.03 Trial Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a different job within the bargaining unit then such employee shall be considered on trial in his/her new job for a period of three (3) months.

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

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

#### **12.04 Scheduling of Regular Part-time Employees**

Regular Part-time employees and Casual employees who want to work additional shifts shall submit their availability to the Employer. It is the responsibility of the Employees to submit their availability and keep their availability up to date.

Regular part-time employees shall be called for available relief work in order of their seniority.

Part-time employees may register for relief work in more than one department where they meet the qualifications for the classification.

Relief work shall be offered to employees by seniority in the following sequential order:

- (i) Part-time employees within the department where the vacancy arose.

- (ii) Casual employees on the registry, including part-time employees from another department who have registered for relief work within that department.

Where the regular schedule of a part-time employee conflicts with the block of relief work the employee shall be deemed unable to work, except where the assignment is longer than three (3) days the employee shall be relieved of his/her regular schedule at the option of the employee.

Under this Article, the option for part-time employees to be relieved of their regular schedule shall only be permitted one time in the backfilling of any one vacancy. Therefore part-time employees shall not have this option on any second vacancy created in the backfilling of the initial vacancy.

### **12.05 Temporary Promotion or Transfer**

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

### **12.06 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.

### **12.07 Seniority Dates**

The Employer agrees to make available to the Union and will post four times per year as of the first pay period after March 31, June 30, September 30 and December 31 in each year (the "adjustment" dates), the seniority hours of any employees covered by this Agreement. Such seniority hours shall be subject to correction for error on proper representation by the Union.

## **12.08 Loss of Seniority**

Seniority shall terminate and an Employee shall cease to be employed by the Employer when he/she:

- a) voluntarily quits or retires his/her employment;
- b) is absent from work more than thirty six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the Employee will return to work within the near future;
- c) is discharged and is not reinstated through the grievance or Arbitration procedure;
- d) is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer of his/her intended absence;
- e) is off the payroll or on layoff for a continuous period of twelve (12) months, or as Provincial or Federal statute requires;
- f) fails to notify the Employer of his/her intention to work within seven (7) days of being notified of recall by registered mail or fails to return to work within ten (10) working days after being notified of recall; unless the employee is required to give notice to another employer then the requirement to report shall be extended to twenty-one (21) days.
- g) fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given acceptable to the Employer.
- h) accepts gainful employment with any other Employer while on an approved medical leave of absence without first obtaining the consent of the Employer in writing;
- i) fails to maintain current contact information and the Employer is unsuccessful in contacting an Employee for a period of three (3) months;
- j) if a "casual" Employee whom without prior approval from the Employer, declines to pick up shifts and fails to provide availability for a period of three (3) months.

## **ARTICLE 13 – JOB DESCRIPTIONS**

**13.01** The Employer shall maintain up to date job descriptions for

all classifications listed in Schedule "A". Each employee will be provided with copies of their own job description.

**13.02** When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification after March 23, 2001, the new/changed job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within thirty (30) calendar days.

**13.03** Where the Union objects, it shall provide specific details of its objections which shall be limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity and (d) any qualifications established for the job are relevant and reasonable.

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

## **ARTICLE 14 - JOB POSTINGS AND APPLICATIONS**

### **14.01 Job Postings and Applications**

a) When a vacancy occurs or a new position is created in the bargaining unit, it shall be posted at the facility for a minimum of seven (7) calendar days, before being filled. Information in the posting shall include the salary, hours of work, including start and stop times and days off, a summary of the duties involved, the required qualifications, as applicable, and the commencement date.

**Successful Applicant**

The successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- (i) Past performance
- (ii) Seniority

Where according to the above factors two or more employees are equal for a position, seniority will be the deciding factor.

- b) Temporary vacancies of sixty (60) days or longer duration shall be posted and filled under this article. Regular employees seeking to fill temporary vacancies of less than sixty (60) days duration shall make this desire known, in writing, to the Facility Managers. Temporary vacancies of less than sixty (60) days duration shall first be filled by regular employees who have previously indicated their desire to fill such vacancies, as above, and provided further that the Employer's operational requirements permit such temporary appointment to be made. If application of this section requires the payment of overtime, the temporary appointment shall not be made. At the conclusion of a temporary appointment, the regular employee shall be returned to his/her previous position.

Where a vacancy in a position that is regularly scheduled to work twenty (20) or more hours per week is four (4) months or more, the employee will be enrolled in the benefits plans, pursuant to Article 33.01, for the duration of time worked in the vacancy.

**Successful Applicant**

The successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- (i) Past performance
- (ii) Seniority

Where according to the above factors two or more employees are equal for a position, seniority will be the deciding factor.

- c) The Employer shall also consider applications from those employees, who are absent from their normal places of employment because of sick leave, annual vacation, Union leave, compassionate leave, or other leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

### **Successful Applicant**

The successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- (i) Past performance
- (ii) Seniority

Where according to the above factors two or more employees are equal for a position, seniority will be the deciding factor.

- d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to this article.
- e) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- f) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful



applicant in the same manner in which the vacancy or new job was posted.

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

## **ARTICLE 15 - TECHNOLOGICAL CHANGE**

### **15.01 Definition**

Technological change is defined as a change in equipment or a change in method of operation which results in the permanent displacement of one (1) or more members of the bargaining unit.

### **15.02 Notice**

The Employer will give the union and affected employees as much advance notice of technological change as is operationally possible.

The Employer agrees to meet with the Union, as expeditiously as possible following its receipt of such notice, to discuss the change.

### **15.03 Technological Displacement**

Normal turnover of staff shall be utilized to absorb employees displaced by technological change, provided operational requirements permit. If displaced employees cannot be absorbed by normal turnover and layoffs become necessary, article 16 shall apply.

## **ARTICLE 16 - REDUCTION IN WORK FORCE**

### **16.01 Layoff Defined**

A layoff is deemed to have occurred when a regular position is eliminated with the result that a regular employee is declared redundant, or the normal hours worked by a regular employee are permanently reduced or increased.

## **16.02 Layoff Order**

Regular employees shall be laid off within each classification, in reverse order of their seniority.

## **16.03 Layoff/Displacement Notice**

- a) The Employer shall notify regular employees, who are to be permanently laid off or permanently displaced under article 15, the following notice:
  - (i) Less than five (5) years continuous service: one (1) month.
  - (ii) More than five (5) years continuous service: one(1) month, plus one (1) additional week for each year of continuous employment in excess of five (5) years, to a maximum total notice of eight (8) weeks.
- b) When a regular employee is not given opportunity to work during such notice period, he/she shall be paid for those days upon which work was not made available.
- c) Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood, or other cause reasonably beyond its control.

## **16.04 Bumping Rights**

- a) Regular employees, who are subject to layoff/displacement, may exercise their seniority by bumping a less senior employee, provided the employee seeking to bump has the required qualifications, skill and ability.
- b) The displaced or laid off employee shall receive a list of less senior employees with their notice. The list shall include the less senior employees' name, seniority, job title, hours of work and days off.
- c) Laid-off/displaced employees must notify the Employer that they intend to bump within five (5) working days upon receipt of the available options. Failure to do so shall result in the loss of the laid-off employee's bumping rights.
- d) A regular employee who is laid off shall not be unreasonably denied to transfer to casual status.

### **16.05 Recall Period**

- a) Regular employees who are laid off/displaced and who do not bump, shall be placed on the recall list, in seniority order for twelve (12) consecutive calendar months from the date of their layoff.
- b) Laid-off/displaced employees who are recalled within their twelve (12) month recall period, shall be credited with their previous seniority and service for purposes of vacations and other benefits based upon length of service. Laid off/displaced employees shall be rehired in order of seniority provided they are qualified and are able to perform the duties of the position.

### **16.06 Recall Period and Procedure**

- a) The Employer shall specify the time the recalled employee is to report for work.
- b) Employees who fail to report within seven (7) days after being contacted by the Employer, or who fail to report for work at the time specified by the Employer, shall have their names removed from the recall list.
- c) Employees, who are required to give up to two (2) weeks' notice to another employer, shall be deemed to be in compliance with this seven (7) days requirement, and they shall report for work immediately following completion of the minimum notice period required by such other employer, up to a maximum of two (2) weeks.
- d) Laid off/displaced employees are required to keep the facility manager(s) informed of their current address and phone number. The Employer shall be deemed to have met its recall obligations under this agreement by attempting to contact employees it is seeking to recall by registered mail at their last known address.

**16.07** 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 17 - SCHEDULING PROVISIONS**

### **17.01**

- a) 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 minimum of 3 weeks.
- b) If the Employer temporarily alters the scheduled work days and/or start and stop times of a regular employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked on the altered shift in accordance with Article 19. Affected employees shall be notified of the change before it is made.
- c) The above notwithstanding, in the case of operational requirements reasonably beyond the Employer's control, such as the failure of an employee to report for a scheduled shift or other circumstances where no other employee is readily available to perform required work, the Employer may temporarily alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar day notice. In such cases the Employer is not required to pay overtime rates to the employee. In no circumstances will the Employer reduce the number of hours of the employee's regularly scheduled work shift that is being temporarily altered.

### **17.02**

- a) There shall be a minimum of ten (10) consecutive hours off-duty for regular employees between the completion of one work shift and the commencement of the next.
- b) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 19.
- c) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and

the commencement of another, and such request is granted, then the application of paragraphs (a) and (b) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

**17.03** Operational requirement permitting, employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

**17.04** Except as provided for in section 17.01(c), if the Employer changes a shift schedule without giving a minimum of seven (7) calendar days' advance notice and such change requires a regular employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates in accordance with Article 19. Notice of the change shall be confirmed in writing as soon as possible.

## **ARTICLE 18 - HOURS OF WORK**

### **18.01 Continuous Operation**

The work week shall provide for continuous operation 7 days per week, 24 hours a day Sunday through Saturday.

### **18.02 Hours of Work**

- a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one half (37.5), and seven and one half (7.5) hours per day.
- b) Employees who are required to be on-call during a meal period shall have their meal period included within their scheduled shift. Such time will not constitute an extension to their normal shift.
- c) No Employee shall be scheduled to work more than five (5) consecutive days without being given two (2) or more days off work; otherwise the overtime rates shall be paid in accordance with Article 19.

### **18.03 Rest and Meal Periods**

a) **Rest Periods**

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

b) **Meal Periods**

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

### **ARTICLE 19 - OVERTIME**

**19.01** Employees who work more than seven and one half (7.5) hours in any day or more than thirty-seven and one half (37.5) hours in any week shall be paid overtime on the following basis:

a) **Daily Overtime**

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

b) **Weekly Overtime**

- (i) During the first seven and one half (7.5) hours of overtime worked in any week, time and one half (1.5 x) the applicable basic rate, and
- (ii) During the balance of the overtime worked that week, double time (2 x) the applicable basic rate.

Employees required by the employer to work during their scheduled lunch break shall have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at the

applicable overtime rate. Employees who are scheduled to be on-call during a meal period shall be paid at straight time for the meal break.

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

**19.03** An employee who works three (3) hours of overtime immediately before or following his/her scheduled hours of work shall be provided with a meal by the Employer. A one-half (1/2) hour unpaid meal break shall be allowed the employee.

- a) This clause shall not apply to part-time employees until the requirements of Article 19.01 have been met.
- b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

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

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

**19.06** An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and

the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**19.07** When overtime is required by the Employer, it shall be first offered, in order of seniority, to regular employees within the applicable classification. When no regular employee from within that classification accepts to work the overtime, it shall then be assigned by the Employer to a regular employee from within that classification, in reverse order of seniority.

## **ARTICLE 20 - CALL BACK**

**20.01** Regular employees called back to work while off-duty shall be guaranteed pay equivalent to a four (4) hours at their straight-time rate, irrespective of whether or not overtime rates apply.

## **ARTICLE 21 - REPORTING PAY**

**21.01** Employees, who report for work on a regularly scheduled shift, shall be paid a minimum of two (2) hours' pay at the applicable straight-time rate, if they do not commence work, and a minimum of four (4) hours' pay at the applicable straight-time rate, if they commence work.

## **ARTICLE 22 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

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

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

**22.03** Employees temporarily assigned to the duties of supervisory personnel outside of the bargaining unit shall receive



ten percent (10%) more than their normal rate of pay for any and all hours so assigned.

## **ARTICLE 23 – TRANSPORTATION**

**23.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-four cents (\$0.54) per kilometer and a minimum of \$5.00.

## **ARTICLE 24 - STATUTORY HOLIDAYS**

### **24.01 Entitlement**

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

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

**\* Effective January 16, 2018:**

- 1 additional stat (Easter Monday)
  - Casual stat at 4.8%
- b) Statutory holiday pay shall be based upon the average percentage of available full-time hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.
- c) Student employees, temporary employees, and regular employees who have not completed thirty (30) calendar days service, shall be eligible for statutory holidays in accordance with the *Employment Standards Act*.

**24.02** When a regular employee has been on sick leave that is inclusive of one or more working days immediately prior to a statutory holiday and one or more working days immediately following such statutory holiday, then the statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled for that employee at a mutually agreeable time. The employee shall be required in all such cases to provide a certificate proving illness from a medical practitioner. Such rescheduled statutory holidays shall be taken not later than January 31st. of the year following the year in which they originally occur.

**24.03** When a statutory holiday falls on a day when a regular employee is on his/her normal days-off, the statutory holiday shall be re-scheduled for that employee at a mutually agreeable time. Such rescheduled statutory holidays shall be taken not later than January 31st. of the year following the year in which they originally occur.

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

**24.05** Regular employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1.5X), the applicable basic rate for each hour so worked, plus (+) the employee shall receive equivalent time off and pay in lieu of the holiday. Lieu days shall be taken within three (3) months of earning, unless otherwise mutually agreed. Granting of lieu days are subject to operational requirements. In the event that a lieu day cannot be taken within said three (3) months, it shall be paid out the following pay period.

**24.06** The Employer shall endeavor to schedule days-off that have been earned in lieu of statutory holidays under sections 24.03 and 24.05 in combination with the employee's regularly scheduled days off or, on particular religious/cultural holidays as

requested by the employee, provided that its operational requirements permit the employee to be off on the day(s) in question.

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

**24.08** Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WCB payments for the day(s) in question.

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

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

## **ARTICLE 25 - VACATIONS**

### **25.01 Vacation Entitlement**

- a) The vacation earning/accrual year shall be June 1<sup>st</sup> to May 31<sup>st</sup> each year, and the vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.
  - (i) Regular employees who have been regular status at least six (6) months prior to June 1<sup>st</sup> shall receive vacation time based on continuous service to June 1<sup>st</sup>.

- (ii) Regular employees who have not been regular status six (6) months prior to June 1<sup>st</sup> shall receive a partial vacation after six (6) months as a regular employee based on continuous service to June 1<sup>st</sup>.
- b) Regular employees shall be entitled to annual vacations on the following basis:
  - (i) During their first (1<sup>st</sup>.) year of employment: four percent (4%) of total wages earned,
  - (ii) During their second (2<sup>nd</sup>.) year of continuous employment, up to and including the fourth (4<sup>th</sup>.) year of continuous employment: two (2) weeks,
  - (iii) During their fifth (5<sup>th</sup>) year of continuous employment, up to and including the seventh (7<sup>th</sup>) year of continuous employment: three (3) weeks,
  - (iv) During the eight (8<sup>th</sup>) year of continuous employment up to and including the fourteenth (14<sup>th</sup>) year of continuous employment: four (4) weeks.
  - (v) During their fifteenth (15<sup>th</sup>) year of continuous employment, and in each year of continuous employment thereafter employment: five (5) weeks.
- c) For each week of vacation regular employees are entitled to under subsections (ii) through (v) above, they shall be paid two percent (2%) of the total wages earned by actually working in their previous year of employment.
- d) For the purposes of determining future vacation entitlement, unpaid leaves of absence of longer than thirty (30) calendar days, WCB leave longer than twelve (12) months and periods when an employee is laid-off on the recall list, shall not be counted as service. Employees returning to work from such unpaid leave or WCB leave, or who are recalled to employment during their recall period, shall have their previous service reinstated for purposes of determining future vacation entitlement.

## **25.02**

### **a) Vacation Scheduling**

Vacation requests should be submitted in writing by all regular employees by January 31<sup>st</sup>.

The Employer shall respond to such requests no later than February 28<sup>th</sup>. The Employer's response shall be in writing, which includes posting the approved twelve (12) month vacation schedule in a mutually agreeable location.

Approvals for vacation requests submitted after January 31<sup>st</sup> shall be done on a first come, first serve basis, subject to operational requirements. The Employer shall respond to such requests within fourteen (14) days.

The Employer shall make every effort to accommodate employees' requests for vacation. It is understood that requests shall only be denied for legitimate operational needs.

**b) Splitting of Vacation Periods**

Annual vacations for regular employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period, unless the employee requests to split his/her vacation into more than one period, which request shall not be unreasonably denied.

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

Annual vacations for regular employees with less than ten (10) work days' vacation shall be granted in one (1)

continuous period.

### **25.03 Vacation Pay**

Regular employees shall be entitled to receive vacation pay equivalent to the amount of approved vacation to be taken at least one (1) day prior to the commencement of such vacation period, provided the employee gives reasonable advance notice that he/she wishes such payment. In no event shall an employee be permitted to take more vacation (time off and pay) than s/he has accrued to his/her credit at that time.

### **25.04 Vacations Non-Accumulative**

Vacation time shall not be cumulative from vacation year to vacation year. The Facility Manager and the applicable employee shall mutually schedule each year so that all vacations are taken as time off by the employee's vacation year-end. In order to ensure this outcome, the Employer reserves the right to schedule vacation during the last three (3) months of an employee's vacation year, if the employee has not mutually arranged his/her vacation prior to that time.

### **25.05 Vacation Entitlement Upon Termination**

Employees dismissed for cause, or who voluntarily terminate their employment, shall be paid their unused earned vacation entitlement pursuant to this article.

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

In the event a regular employee is sick or injured prior to the commencement of his/her vacation, or becomes sick or is injured while on vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date. The employee shall be required, in all such cases, to provide a certificate proving illness from a medical practitioner.

**25.07** Regular employees who have commenced their annual

vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall have vacation period so displaced rescheduled at a mutually agreeable time. All reasonable travel expenses incurred in returning to work shall be reimbursed to the employee.

**25.08** The Employer will make every reasonable effort to grant vacations to regular employees during the period from June 1<sup>st</sup> to September 30<sup>th</sup>, if vacations are requested during this period.

## **ARTICLE 26 – BEREAVEMENT LEAVE**

**26.01** Bereavement leave of absence, without loss of earnings, for up to four (4) consecutive regularly scheduled working days, shall be granted to regular employees, who have completed probation, at the time of notification of a death in their immediate families. Requests for bereavement leave shall be made in writing to the Facility Manager. Immediate family includes the employee's parents (including step-parent, foster parent or legal guardian), spouse (including common-law spouse and/or same sex partner), child, step-child, miscarried/still born child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.

**26.02** Regular part-time employees shall be eligible only for those hours that they were previously scheduled to work on the days in question.

**26.03** Bereavement leave shall be granted to regular employees who are on annual vacations. An extra day's vacation shall be allowed for each day of bereavement leave so granted.

## **ARTICLE 27 - SICK LEAVE, INJURY-ON-DUTY**

**27.01** Sick leave credits with pay shall accrue to regular employees, who have completed probation, on the basis of one (1) day per month to a maximum of twelve (12) days in any calendar year. Upon completing probation, employees shall be granted sick leave credits retroactive to their initial start date.

Regular part-time employees shall accrue their sick leave credits in hours at the end of each month, prorated on the basis of the percentage (%) of regular full-time hours.

**27.02** Unused sick leave in any year shall accrue to the employee's credit, for use during future periods of sickness or injury. The maximum sick leave accrual that any regular employee may accrue in their sick leave bank is nineteen (19) days (142.5 hours).

**27.03** Sick leave is only payable in cases of bona fide sickness or non-occupational injury. Employees absent from duty on sick leave may be required to prove sickness or injury. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness or non-occupational injury and employees must notify the Employer prior to their return.

**27.04** Employees injured on the job, which injury makes it impossible for them to complete their regular shift on the day of the injury, shall continue to be paid for their normal hours on that day.

Employees injured on the job shall apply for Workers' Compensation coverage and shall be bound by the WCB's requirements regarding such applications.

If an employee is granted sick leave with pay and a WCB claim is subsequently approved by the WCB for the same period, it shall



be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay, and all sick leave credits shall be restored to the employee, provided the employee pays to the Employer any amounts received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident for the days in question.

**27.05** Employees qualifying for Workers' Compensation coverage shall not have their employment terminated during the compensable period.

**27.06** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or injury. Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted to cover such absences, in minimum blocks of one-hour, provided sufficient advance notice is given to the Facility Manager so that a replacement may be arranged.

**27.07** Employees with more than one (1) years' service, who are off because of sickness or non-occupational injury, shall, at the expiration of paid sick leave benefits (including their sick leave accrual), be continued on the payroll under the heading of leave of absence without pay for up to one (1) month. A further leave of absence up to two (2) months without pay may be granted upon written request, provided such request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return. The Employer's decision for further leave without pay shall be in writing.

If the employee does not return to active duty at the end of the leave of absence, his/her employment shall be terminated.

**27.08** Employees with less than one (1) years' service, who are off because of sickness or non-occupational injury, shall be

continued on the payroll under the heading of leave of absence without pay for up to seven (7) work days. A further leave of absence of up to seven (7) work days without pay may be granted upon written request, provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return. The Employer's decision for further leave without pay shall be in writing.

If the employee does not return to active duty at the end of the leave of absence, his/her employment shall be terminated.

**27.09** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**27.10** All sick leave credits shall be cancelled on the termination of employment, including retirement.

## **ARTICLE 28 - SPECIAL LEAVE**

**28.01** In the case of illness or hospitalization of a dependent child of a regular employee, when no one else at the employee's home other than the employee can care for the child, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of two (2) days in any one year, provided the employee has made every effort to provide alternative care. Effective January 1, 2005, this entitlement shall be increased to three (3) days in any one year. Sick leave days utilized under this article shall not count against the employee for purposes of receiving future sick leave payments on the first day under article 17.03.

## **ARTICLE 29 - EDUCATION LEAVE**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the employer requests, in writing, that the employees take designated courses and/or examinations. The cost of the course and/or examination fee and

reasonable expenses incurred in taking the course shall be paid by the employer.

**29.01** Employees required by the Employer to attend in-service seminars shall be granted leave without loss of pay or straight-time wages, provided that hours paid in accordance with this article shall not invoke any overtime.

**29.02** After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses directly relating to the operation of the Employer's business, subject to the following provisions:

- a) The employee shall give the longest possible advance notice in writing, but in no event less than fourteen (14) calendar days. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- b) The Employer shall not unreasonably deny such requests, providing that replacements to ensure proper operations can be found.
- c) Notices granting such requests shall be given by the Employer in writing.

## **ARTICLE 30 - JURY DUTY**

**30.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being himself/herself a party to the proceeding) shall continue to receive his/her regular pay and benefits to maximum of twenty (20) working days, provided that the employee in question would normally have worked on the day(s) in question. Where possible, employees covered by this article shall be required to complete the balance of their regular shift on any day when they are not required in court, provided the Employer so requires and doing so does not exceed eight (8) hours.

The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

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

**31.01** Requests by employees for unpaid leave of absence shall be made in writing to the Facility Manager and may be granted at the Employer's discretion. The employee shall give at least seven (7) calendar days' notice to minimize disruption of staff. The Employer shall not unreasonably deny such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

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

Any regular employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and rate of pay.

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

### **31.03 Unpaid Leave - Union Business**

- a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless granting such leave to any employee would unduly disrupt the operation of the Employer's business. The Union shall give at least seven (7) days' notice to minimize disruption to the Employer.

- b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless granting such leave would unduly disrupt the operation of the Employer's Business. Such requests shall be made in writing at least fourteen (14) days in advance to minimize disruption to the Employer's business. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations and promotions.
- c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave unless granting such leave to any employee would unduly disrupt operation of the Employer's business.
- d) The Employer shall continue to pay normal wages, and maintain the health benefits coverage, where applicable, of employees who are on unpaid leave under sub-section (a), (b) & (c) above, provided the Union reimburses the Employer for the wages and benefits involved within sixty (60) calendar days of being invoiced for such amounts by the Employer. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- e)
  - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

#### **31.04 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable

them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

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

## **ARTICLE 32 - MATERNITY LEAVE, PARENTAL LEAVE AND/OR ADOPTION LEAVE**

### **32.01 Maternity Leave**

Pregnancy shall not constitute cause for dismissal.

- a) A pregnant employee who requests maternity leave shall be entitled to:
  - (i) seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
  - (ii) up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus
  - (iii) parental leave pursuant to Article 32.02 (a) and (b), beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the Facility manager and the employee. The Facility Manager shall not unreasonably deny such request.
- b) If an employee is unable or incapable of performing her duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- c) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits pursuant to Article

27, providing the employee is not in receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

### **32.02 Parental leave**

- a) An employee requesting parental leave under this section shall be entitled to up to sixty-one (61) consecutive weeks unpaid leave beginning:
- (i) in the case of a birth mother, as set-out in article 32.01(a)(iii) up to thirty-five (35) consecutive weeks unpaid leave, or
  - (ii) in the case of a birth father, up to sixty-one (61) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or
  - (iii) in the case of an adopting parent, up to sixty-one (61) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child is placed with the parent.
- b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five consecutive (5) weeks unpaid leave, beginning immediately after the leave taken under subsection (a).

**32.03** The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be seventy-eight (78) weeks, plus any additional leave granted under sections 32.01(a)(ii) and 32.02(b).

**32.04** Employees make every effort to give fourteen (14) days written notice to the Facility Manager prior to the commencement of maternity leave, parental leave, and/or adoption leave of absence without pay under sections 32.01(a) and 32.02(a), respectively. Employees shall make every effort to give at least seven (7) days written notice to the Facility Manager prior to commencement of maternity leave and/or parental leave under

section 32.01(b) and/or 32.02(b), respectively. Employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of any maternity leave and/or parental leave of absence.

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

### **32.05**

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

## **ARTICLE 33 - HEALTH CARE PLANS**

**33.01** Effective July 1, 2008 regular employees who have completed ninety (90) calendar days continuous employment and who are regularly scheduled to work twenty (20) or more hours per week shall be eligible for the following health benefits.

### **33.02 Medical Services Plan**

Eligible regular employees shall be entitled to B.C. Medical Services Plan coverage on the first (1st.) day of the month



following completion of ninety (90) calendar days' continuous employment. The Employer shall pay one hundred percent (100%) of the premium costs for such coverage.

### **33.03 Extended Health Benefits**

Eligible regular employees shall be eligible for Extended Health Benefits coverage on the first (1st.) day of the month following completion of ninety (90) calendar days' continuous employment. Benefits under this section shall be as set-out in the plan documents and the terms and conditions of the carrier's plan shall apply. The Employer shall pay one hundred percent (100%) of the premium costs for such coverage.

The Extended Health Benefits coverage to include:

- a) Vision Care   \$200 every twenty-four months
- b) Hearing Aids   \$400.00 every forty-eight months

Effective January 16, 2020, increase vision to \$300/24 months inclusive of eye exam.

### **33.04 Dental Plan**

- a) Eligible regular employees shall be eligible for dental plan coverage on the first (1st.) day of the month following completion of ninety (90) calendar days' continuous employment. Benefits under this article shall be as set-out in the plan documents, which shall include the following coverage:
  - (i) Plan "A" - Basic Dental Services: one hundred percent (100%) of the approved fee schedule.
  - (ii) Plan "B" - Major Restorative Services and Prosthetics: seventy-five percent (75%) of the approved fee schedule.
  - (iii) Orthodontic Services: fifty percent (50%) of the approved fee schedule for dependent children, one thousand seven hundred and fifty dollars (\$1750) lifetime maximum.
- b) In all other respects, the terms and conditions of the carrier's

plan shall apply. The Employer shall pay one hundred percent (100%) of the premium cost for such coverage.

### **33.05 Group Life Insurance**

- a) Eligible regular employees shall be eligible for Group Life Insurance coverage on the first (1st.) day of the month following completion of ninety (90) calendar days' continuous employment. The Employer shall pay one hundred percent (100%) of the premium costs for such insurance.
- b) Upon the death of an eligible employee, the employee's named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount equal to two times (2X) the employee's previous year's annual earnings, based upon the employee's normal basic rate exclusive of overtime and other premiums or perquisites. In all other respects, the terms and conditions of the carrier's plan shall apply.

### **33.06 Accidental Death and Dismemberment**

Eligible regular employees shall be eligible for AD&D coverage on the first (1st.) day of the month following completion of ninety (90) calendar days' continuous employment. The Employer shall pay one hundred percent (100%) of the premium costs for such insurance. Benefits under this section shall be as set-out in the plan documents and the terms and conditions of the carrier's plan shall apply.

### **33.07 Eligibility Requirements**

- a) Regular employees shall not be eligible for the above health benefits when:
  - (i) their normal schedule of work falls below the requirements set-out in Article 33.01;
  - (ii) they are on unpaid leave [except as provided in article 31.03(d)]; for more than twenty (20) days as per Article 31.02;
  - (iii) they are laid off and on the recall list beyond the end of

- the month in which the layoff occurs, and/or;
- (iv) they are on an approved WCB claim for longer than three (3) full calendar months.
- b) Eligible regular employees, who are laid off and subsequently recalled within their recall period and who were eligible for health benefits under this article at the time of their layoff, shall have such coverage reinstated at the first of the month following such recall. Employees, who are not recalled within the recall period and who are subsequently rehired, shall be treated as new hires for purposes of health benefit entitlement.
- c) Eligible regular employees may continue their health benefit coverage during periods of layoff on the recall list, while they are on unpaid leave or during periods spent on WCB longer than three months (see article 33.07 iv), by paying one hundred percent (100%) of the premium costs to maintain such coverage in advance.
- d) "Eligible regular employees may extend their Medical Services Plan coverage, their Dental Plan coverage, and their Extended Health Benefit Plan coverage to cover their spouses and dependent children under the age of eighteen (18) years living at home. When a regular employee extends his/her benefit coverage under this subsection, the Employer shall pay forty percent (40%) of the premium cost for such coverage, provided the employee pays the balance of the cost by payroll deduction.

## **ARTICLE 34 - UNEMPLOYMENT INSURANCE COVERAGE**

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

Premiums rebated by the Unemployment Insurance Commission shall be paid directly to employees by the Employer.

## **ARTICLE 35 - UNIFORMS**

**35.01** Uniforms shall be supplied in accordance with Chartwell

Standards.

Effective two (2) full pay periods following ratification,

- a) The Employer agrees to pay a laundering allowance of three cents (\$0.03) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

**35.02** The Employer reserves the right to introduce reasonable personal appearance and dress standards which employees are required to follow.

## **ARTICLE 36 - PAY DAYS**

**36.01** Employees shall be paid by cheque or direct deposit on a bi-weekly basis subject to the following provisions:

- a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the designation of sick leave and vacation paid, and an itemization of all deductions.
- b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- c) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at his/her place of work.
- d) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation provide the employees requests such payment at least seven (7) days in advance.
- e) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.
- f) Upon confirmation that an error has been made on an

employee's cheque, the employee can request that the Employer issue a separate cheque within 5 business days.

## **ARTICLE 37 - BADGES AND INSIGNIA**

**37.01** Employees shall be permitted to wear membership pins and/or Shop Steward badges authorized by the Union.

## **ARTICLE 38 - BULLETIN BOARDS**

**38.01** A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union.

## **ARTICLE 39 - NOTICE OF UNION REPRESENTATIVE VISITS**

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

## **ARTICLE 40 - UNION ADVISED OF CHANGES**

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

## **ARTICLE 41 - PERSONAL AND EMPLOYER PROPERTY**

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

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

## **ARTICLE 42 - OCCUPATIONAL HEALTH AND SAFETY**

### **42.01 Occupational Health and Safety Committee**

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

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.
- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.
- d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will

increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

- e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.
- f) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

#### **42.02 Aggressive Residents**

The Employer will take steps to ensure employees are trained and not unduly exposed to residents who are violent or abusive.

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. Upon move in, the Employer will make every reasonable effort to identify the potential for aggressive behavior. In-service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behavior will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such residents.

#### **42.03 Health and Safety Stewards**

The Employer agrees to the operation of a Health and Safety

Steward system, for the purpose of performing health and safety investigations pursuant to article 42.01(b). The system shall be governed in the following manner:

- a) Health and Safety Stewards may be appointed by the Union, to a maximum of two (2), who shall be Union representatives on the joint Health and Safety Committee.
- b) The Health and Safety Stewards shall have the right to conduct health and safety investigations under article 42.01(b).
- c) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

#### **42.04 Training and Orientation**

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

#### **42.05 Right to refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to section 3.12 of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

#### **42.06 Employees' Right-To-Know**

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

#### **42.07 Protective Clothing and Equipment**

- a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.



- b) Housekeeping staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

#### **42.08 Vaccination and Inoculation**

- a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- b) 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.

#### **42.09 Outstanding Communicable Diseases**

Annual in-service training will be provided for all employees with regards to Infection Control.

In-service training will include definitions of commonly encountered infectious processes, as well as precautions (standards, contact, airborne, blood borne) to be observed, personal protective equipment (PPE) and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

#### **42.10 Transportation of Accident Victims**

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.

#### **42.11 Working Alone or in Isolation**

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

#### **42.12 Employee Workload**

- a) Where the absence of one or more employees may create a significant increase in the workload for other employees, the employer will make every effort to resolve the matter by:
- (i) The supervisor will discuss duty priorities with the affected employee(s);
  - (ii) Re-assigning work;
  - (iii) Utilizing casual employees in accordance with the collective agreement;
  - (iv) Extending hours or approving overtime.

Under no circumstances will the prioritizing of duties or the reassignment of work result in a significant increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

- b) In the event that an individual employee or a group of employees have a workload concern the matter will be addressed as follows:

As soon as possible after the workload issue occurs, the employee will complete and submit the Workload Report (Addendum A) to their immediate supervisor, in order to discuss the issue and develop strategies to meet job routine needs using current resources (including using casuals and

overtime if approved per Article 19 Overtime).

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the employer who has responsibility for timely resolutions of workload issues.

Failing resolution at the time of the occurrence of the workload issue, the workload concern(s) may be reduced to writing (See Workload Report – Addendum A) and addressed at the next scheduled labour/management meeting.

The labour/management committee may choose to make recommendations, in writing to the GM of the facility who will provide a written response.

#### **42.13 Violence Program**

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include:

- a) The development of control measures and guidelines regarding violence prevention.
- b) An annual report of violence prevention activities which will be posted at the worksite.
- c) Risk assessments and the reporting of them.
- d) Ongoing employee education and training.

#### **42.14 Respectful Workplace**

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

risk of violence is minimized.

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

#### **42.15 Return to Work Programs**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that returns to work programs are part of a continuum of injury prevention and rehabilitation.

An employee has the right to request and receive assistance from the union at any step of the return to work program.

The employee must provide physician's approval for a return to work program along with any restrictions. Should an employee provide restrictions from a physician, such restrictions shall be incorporated into an established work program. The return to work program will be part of an approved rehabilitation plan.

### **ARTICLE 43 - PRINTING OF THE AGREEMENT**

**43.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement for distribution to employees. The Employer and the Union will share the costs of printing and distributing the Agreement.

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

### **ARTICLE 44 - SAVINGS CLAUSE**

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

## **ARTICLE 45 – CASUAL EMPLOYEES**

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

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

**45.02** Where the Employer is aware that the position that is being filled by a casual employee will be in excess of thirty (30) days, the position shall be posted and filled pursuant to Article 14.

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

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

**45.05** Seniority List – A master casual employee seniority list

shall be revised and updated every three (3) months as of the first pay period after March 31, June 30, September 30 and December 31 in each year (the "adjustment" dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

**45.06** Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.

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

**45.07** Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

**45.08** The parties agree that all terms of the collective agreement will apply to casual employees except the following:

Article 15 – Technological Change

Article 17 – Scheduling Provisions

Article 18.02(c) – Hours of work

Article 24 – Statutory Holidays, except Article 24.05

Article 25 – Vacations

Article 27 – Sick Leave, WCB, Injury on Duty (except 27.04 and 27.05)

Article 28 – Special Leave

Article 29 – Education Leave

Article 30 – Jury Duty

Article 31 – Unpaid Leave

Article 32 – Maternity/Parental/Adoption Leave

Article 33 – Health Care Plans

#### **45.09**

- a) Casual employees shall receive 4% of their straight time pay in lieu of vacations, and 4.8% in lieu of statutory holidays.
- b) Casual employees who are required to work on a statutory holiday shall be paid at the rate of time and a half (1.5x) the applicable basic rate for each hour so worked.

### **ARTICLE 46 - EFFECTIVE AND TERMINATING DATES**

#### **46.01 Effective and Terminating Dates**

- a) This Agreement shall remain in force and be binding upon the parties from January 16, 2019 until January 15, 2022. This Agreement shall remain in force and effect from year to year thereafter unless terminated by either party, on written notice to the other party, during the months of October or November 2021, or during the months of October or November immediately preceding the anniversary date of the Agreement in any year thereafter.
- b) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect during periods of bona fide collective bargaining until a new collective agreement comes into effect, or the Union takes legal strike action or the Employer takes legal lock-out action under pursuant to the *Labour Relations Code*, whichever occurs first

**46.02** It is agreed that the operation of Subsection 1 and 2 of

Section 50 of the *Labour Code* of British Columbia is excluded from this Agreement.

## **ARTICLE 47 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

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

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

### **47.03 Wage Schedule**

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

### **47.04 Wage Increases**

January 16, 2019 - All employees to receive a General Wage Increase (G.W.I.) of 2.00%.

January 16, 2020 – All employees to receive a General Wage Increase (G.W.I.) of 1.8%.

January 16, 2021 – All employees to receive a General Wage Increase (G.W.I.) of 1.8%.

### **Special adjustment:**

Effective January 16, 2019 – ALW receive 0.75% adjustment following the GWI.

Effective January 16, 2021 – ALW receive 0.75% adjustment following the GWI.

### **Retroactivity:**



All provisions of this Agreement shall be in effect as stipulated in the memorandum of settlement. Retroactivity shall be paid only on the wage grid for all hours worked from the effective date of the contract to all current employees on the payroll of the Employer. Retroactive payment shall be paid within three (3) full pay period from date of ratification.

#### **ARTICLE 48 - PARKING**

The Employer agrees to provide, free parking at the facility.

#### **ARTICLE 49 – CONTRACTING OUT**

During the term of this Agreement, the Employer will not contract out any bargaining unit work which results in the layoff of regular employees within the bargaining unit, as defined in Article 16.01.

No later than ninety (90) days prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer intends to contract out, it shall provide the Union with information on the intended contracting out prior to commencing contracting out and will discuss in good faith any alternatives raised by the Union.

#### **ARTICLE 50 – COMPASSIONATE CARE LEAVE**

Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to Compassionate Care leave.

#### **Leave for Parents who have critically Ill or Injured Children**

Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to Parents of Critically Ill Children.

### **Leave Respecting the Disappearance of a Child**

Employees may reference the *Employment Insurance Act* or *Service Canada* for information in regards to leave respecting the disappearance of a child.

Employees are entitled to an unpaid leave of up to 52 weeks in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

If the child is found alive during the leave, the leave will end 14 days thereafter. If the child is found deceased, the leave will end immediately.

### **Leave Respecting the Death of Child**

Employees may reference the *Employment Insurance Act* or *Service Canada* for information in regards to leave respecting the death of a child.

An employee whose child under 19 years of age dies is entitled to up to 104 weeks of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

## **ARTICLE 51 – ELECTION DAY**

Employees who are entitled to vote will be entitled to the following consecutive hours to cast their vote on Election Day, between the hours of the opening and closing of the poll.

Provincial elections – 4 consecutive hours;

Federal elections and Municipal elections – 3 consecutive hours.

For example, during a provincial election, if you live in a riding where voting hours are 9:30 a.m. to 9:30 p.m. and your shift starts at 11:00 a.m. to 6:30 p.m. your hours of work will not allow 4 consecutive hours for voting. To give you four consecutive hours to vote, the employer will allow you to arrive late (at 1:30 p.m.) or let you leave early (at 5:30 p.m.). The employer has the right to

decide when the time off will be given.

In contrast, if your shift starts at 7:30 a.m. to 3:00 p.m., you would have 4 consecutive hours (after 3:00 p.m.) to cast your vote and no time off would be granted.

## **ARTICLE 52 – SHIFT PREMIUM**

### **Weekend Premium:**

Effective January 16, 2020, introduce a weekend premium of ten cents (\$0.10) per hour.

Weekend shift shall be defined as any shift in which the majority of hours occur between 0001 hours Saturday and 2400 hours Sunday.

### **Night Premium:**

Effective January 16, 2021, introduce a night premium of ten cents (\$0.10) per hour.

The Night shift shall be defined as any shift in which the majority of hours occur between 11:00 p.m. and 7:00 a.m.

### **Evening Premium:**

Effective January 16, 2021, introduce a night premium of ten cents (\$0.10) per hour.


The evening shift shall be defined as any shift in which the majority of hours occur between 3:00 p.m. and 11:00 p.m.

NOTE: There will be no pyramiding of premiums.

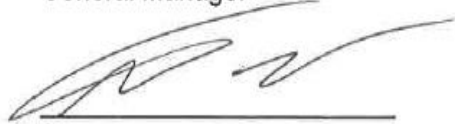
**SIGNED ON BEHALF OF THE  
UNION:**

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

  
Maire Kirwan  
Coordinator of Private Sector

  
~~Katherine Ferguson~~ *Kath Mackenzie*  
General Manager

  
Nina Dhillon  
Negotiator

  
Scott Ridgeway  
Director Labour Relations

  
Sandra Scott  
Bargaining Committee Member

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March 25, 2021  
Dated

\_\_\_\_\_  
Dated

**Addendum A - Workload Report (Per Article 42.12)**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facility/Site: \_\_\_\_\_

Date: \_\_\_\_\_

**Describe the workload problem:**

**Describe how the workload problem might be resolved:**

**I brought this concern to the  
attention of my supervisor:**

Yes  No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Received by SUPERVISOR/MANAGER**

**(Signature):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**How to complete the form:**

1. Ask for your supervisor's signature to acknowledge the receipt.
2. Make three (3) copies (or write out three copies).
3. Give one to your supervisor.
4. Give one to a member of the Joint Labour Management Committee.
5. Keep one for your records.

## **APPENDIX "A"**

### **REGISTERED RETIREMENT SAVINGS PLAN**

The Employer shall arrange with a carrier for the provision of a Group Registered Retirement Savings Plan for regular employees who have completed one (1) year of continuous employment, and who are regularly scheduled an average of thirty (30) hours or more per week and who become members of the Plan.

The Employer's basic contribution on behalf of eligible employees, who are members of the Plan, shall be one percent (1%) of each such employee's regular earnings, to a maximum Employer's contribution of two hundred and fifty dollars (\$250.00) in any calendar year. The employees are not required to match this contribution.

In addition, where an employee decides to make contributions, the following shall apply:

1. Regular employees, who have completed one (1) year of continuous employment, shall have the option of enrolling in the Plan. Participation in the plan is voluntary.
2. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
  - i. 1% of regular earnings; or
  - ii. 2% of regular earnings; or
  - iii. 3% of regular earnings.
3. The Employer will match the contributions made by each employee.
4. Employees may opt in or out of the plan, or increase or decrease their contribution levels as noted in (2) above, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
5. The terms and conditions of the plan, set-out in the Plan Documents, shall apply and are binding on the members of the Plan.

**SCHEDULE A**

**HOURLY WAGE RATES**

<b>Classification</b>	<b>Steps</b>	<b>Expired Rate</b>	<b>Jan 16, 2019 2%</b>	<b>Jan 16, 2020 1.80%</b>	<b>Jan 16, 2021 1.80%</b>
<b>Servers</b>	Start	\$15.89	\$ 16.21	\$ 16.50	\$ 16.80
	12 months	\$16.45	\$ 16.78	\$ 17.08	\$ 17.39
	24 months	\$16.99	\$ 17.33	\$ 17.64	\$ 17.96
<b>Kitchen Helper</b>	Start	\$17.60	\$ 17.95	\$ 18.28	\$ 18.60
	12 months	\$18.16	\$ 18.52	\$ 18.86	\$ 19.20
	24 months	\$18.70	\$ 19.07	\$ 19.42	\$ 19.77
<b>Housekeeper</b>	Start	\$18.60	\$ 18.97	\$ 19.31	\$ 19.66
	12 months	\$19.14	\$ 19.52	\$ 19.87	\$ 20.23
	24 months	\$19.70	\$ 20.09	\$ 20.46	\$ 20.82
<b>Reception</b>	Start	\$19.09	\$ 19.47	\$ 19.82	\$ 20.18
	12 months	\$19.64	\$ 20.03	\$ 20.39	\$ 20.76
	24 months	\$20.19	\$ 20.59	\$ 20.96	\$ 21.34
<b>Bus Driver / Activity Coordinator</b>	Start	\$20.00	\$ 20.40	\$ 20.77	\$ 21.14
	12 months	\$20.56	\$ 20.97	\$ 21.35	\$ 21.73
	24 months	\$21.10	\$ 21.52	\$ 21.91	\$ 22.30
<b>Maintenance</b>	Start	\$20.00	\$ 20.40	\$ 20.77	\$ 21.14
	12 months	\$20.56	\$ 20.97	\$ 21.35	\$ 21.73
	24 months	\$21.10	\$ 21.52	\$ 21.91	\$ 22.30
<b>Cook</b>	Start	\$21.04	\$ 21.46	\$ 21.85	\$ 22.24
	12 months	\$21.59	\$ 22.02	\$ 22.42	\$ 22.82
	24 months	\$22.14	\$ 22.58	\$ 22.99	\$ 23.40



**Imperial Place Residence Inc. / Hospital Employees' Union  
January 16, 2019 to January 15, 2022**

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Classification	Steps	Expired	Jan 16, 2019 (GWI+0.75%) 2.75%	Jan 16, 2020 1.80%	Jan 16, 2021 (GWI+0.75%) 2.55%
Assisted Living Worker	Probation	\$ 19.33	\$ 19.86	\$ 20.22	\$ 20.74
	Post Probation	\$ 19.51	\$ 20.05	\$ 20.41	\$ 20.93

**LETTER OF UNDERSTANDING # 1**

**Between**

**HOSPITAL EMPLOYEES' UNION**

**and**

**IMPERIAL PLACE RESIDENCE INC.**

**Re: Coffee, Juice, Snacks and Lunch at no Cost**

The Employer is prepared to continue the past practice of providing employees with free coffee, juice, snacks and lunch.

**SIGNED ON BEHALF OF THE  
UNION:**



**Nina Dhillon**  
Negotiator

**SIGNED ON BEHALF OF THE  
EMPLOYER:**



**Scott Ridgeway**  
Director Labour Relations

March 25, 2021

**Dated**

**Dated**