

COLLECTIVE AGREEMENT

between

HOSPITAL EMPLOYEES' UNION
(The Union)



and

Kolbina Care for Seniors Inc. at and from
Brocklehurst Gemstone Care Centre
(The Employer)

For the Period

August 28, 2018 to August 31, 2022

Note: underlined text is new language for 2018-2022

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TABLE OF CONTENTS

Contents

Page

ARTICLE I - RECOGNITION OF THE UNION	3
1.01 SOLE BARGAINING AGENCY.....	3
1.02 UNION SHOP.....	3
1.03 CHECK OFF OF UNION DUES	3
1.04 EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES.....	5
1.05 RECOGNITION AND RIGHTS OF SHOP STEWARDS	6
ARTICLE 2 – NO DISCRIMINATION.....	7
COMPLAINTS INVESTIGATION.....	7
ARTICLE 3 - RIGHT TO REFUSE TO CROSS PICKET LINES	7
ARTICLE 4 - NOTICE OF UNION REPRESENTATIVE VISITS	8
ARTICLE 5 - BULLETIN BOARDS	8
ARTICLE 6 - MANAGEMENT RIGHTS.....	8
ARTICLE 7 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES.....	8
7.01 DEFINITION OF DISPLACEMENT	9
7.02 NOTICE OF DISPLACEMENT.....	9
7.03 BUMPING	9
7.04 TECHNOLOGICAL DISPLACEMENT.....	10
ARTICLE 8 - DISCUSSION OF DIFFERENCES	10
8.01 DISCUSSION OF DIFFERENCES.....	10
8.02 THE LABOUR MANAGEMENT COMMITTEE SHALL CONSIST OF.....	10
8.03 UNION/MANAGEMENT MEETINGS.....	11
8.04 CONDUCT OF THE GRIEVANCE PROCEDURE.....	11
ARTICLE 9 - GRIEVANCE PROCEDURE	14
9.02 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE	15
9.03 GENERAL/POLICY GRIEVANCE.....	16
9.05 TIME LIMITS.....	16
9.06 EXPEDITED ARBITRATION	16
ARTICLE 10 - ARBITRATION	18
10.03 DECISION OF ARBITRATION BOARD.....	18
10.04 EXPENSES OF ARBITRATION	18
10.05 AMENDING TIME LIMITS.....	19
ARTICLE 11 - SENIORITY.....	19
11.01 SENIORITY DEFINED	19
11.02 PROBATIONARY PERIOD.....	19
11.03 LOSS OF SENIORITY.....	19
ARTICLE 12 - PROMOTION, TRANSFER, DEMOTION, AND RELEASE.....	20

TABLE OF CONTENTS

Contents	Page
12.01	APPLICATIONS FROM EMPLOYEES20
12.02	SELECTION PROCESS20
12.03	QUALIFYING PERIOD20
12.04	TEMPORARY PROMOTION, TRANSFER, OR DEMOTION21
12.05	PROMOTIONS21
12.06	TRANSFERS22
12.07	EXCLUDED POSITIONS – TEMPORARY APPOINTMENTS22
ARTICLE 13 - REDUCTION IN WORK FORCE 22	
ARTICLE 14 - SUPERVISORY OR MILITARY SERVICE 23	
ARTICLE 15 - SENIORITY LISTS 23	
ARTICLE 16 - JOB POSTINGS AND JOB DESCRIPTIONS 24	
16.01	JOB POSTING24
16.03	TEMPORARY POSITIONS TO ACCOMMODATE WORKLOAD HOURS25
16.04	JOB DESCRIPTIONS26
16.06	NEW JOB DESCRIPTIONS27
ARTICLE 17 – RELIEVING IN OTHER POSITIONS 27	
17.01	RELIEVING IN HIGHER - RATED POSITIONS27
17.02	RELIEVING IN LOWER-RATED POSITIONS27
17.03	TEMPORARY ASSIGNMENT TO AN EXCLUDED POSITION28
ARTICLE 18 – LEAVE OF ABSENCE 28	
18.01	UNPAID LEAVE28
18.02	UNPAID LEAVE - AFTER THREE YEARS28
18.03	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS28
18.04	HEALTH AND WELFARE BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE29
18.05	UNPAID LEAVE - UNION BUSINESS29
18.06	UNION BARGAINING COMMITTEE30
18.07	UNPAID LEAVE - PUBLIC OFFICE30
18.08	BEREAVEMENT LEAVE31
18.09	FAMILY RESPONSIBILITY LEAVE31
18.10	COMPASSIONATE CARE LEAVE32
ARTICLE 19 - EDUCATIONAL LEAVE 33	
ARTICLE 20 - HOURS OF WORK 33	
20.01	CONTINUOUS OPERATION33
20.02	HOURS OF WORK34
20.03	SCHEDULING PROVISIONS34
20.04	SPLIT SHIFTS35
20.05	TIME CHANGE35
20.06	EXTENDED HOURS35
ARTICLE 21 - PREMIUMS 36	
ARTICLE 22 - OVERTIME 36	

TABLE OF CONTENTS

Contents	Page
22.07 ASSIGNMENT OF OVERTIME	37
ARTICLE 23 - CALL BACK/CALL IN/ON CALL	38
23.01 MINIMUM PAY	38
23.02 CALL-IN - STATUTORY REQUIREMENT	38
23.03 ON CALL	38
ARTICLE 24 - STATUTORY HOLIDAYS	38
24.01 STATUTORY HOLIDAYS	38
24.02 HOLIDAYS COINCIDING WITH A VACATION DAY FOR THE 5 ON 2 OFF ROTATION	39
24.03 CHRISTMAS OR NEW YEAR'S DAY OFF	39
24.04 STATUTORY HOLIDAY PAY	39
24.05 STATUTORY HOLIDAY PAY WITH LESS THAN 14 CALENDAR DAYS ADVANCE NOTICE ...	40
ARTICLE 25 - VACATION	40
25.01 VACATION ENTITLEMENT (EFFECTIVE DATE OF RATIFICATION)	40
25.02 VACATION SCHEDULING	40
25.03 VACATION SCHEDULES	40
25.04 VACATION PAY	41
25.05 VACATION CARRY OVER	41
25.06 VACATION ENTITLEMENT UPON DISMISSAL OR DEATH	41
25.07 REINSTATEMENT OF VACATION DAYS - SICK LEAVE	41
ARTICLE 26 - CONDITIONS OF EMPLOYMENT	42
26.01 VACCINATION AND INOCULATION	42
26.02 EMPLOYEE'S NOTICE OF TERMINATION	42
26.03 EMPLOYMENT ABANDONED	43
ARTICLE 27 - GENERAL PROVISIONS	43
27.01 UNIFORMS	43
27.02 EMPLOYER PROPERTY AND PERSONAL PROPERTY DAMAGE	43
27.03 LOCKERS	44
ARTICLE 28 - BADGES, INSIGNIA AND UNION SHOP CARDS	44
ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY	44
29.02 SICK LEAVE ENTITLEMENT	44
29.07 WORKERS COMPENSATION BENEFITS	45
ARTICLE 30 - RETURN TO WORK PROGRAMS	46
ARTICLE 31 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE	46
31.01 MATERNITY LEAVE	46
31.02 PARENTAL LEAVE	47
31.03 ADOPTION LEAVE	48
ARTICLE 32 - PAY DAYS	49
ARTICLE 33 - REST AND MEAL PERIODS	49

TABLE OF CONTENTS

Contents	Page
ARTICLE 34 - JURY DUTY	50
ARTICLE 35 - HEALTH CARE PLANS	50
35.01 ELIGIBILITY	50
35.02 MEDICAL PLAN	50
35.03 DENTAL PLAN	50
35.04 EXTENDED HEALTH CARE PLAN	51
ARTICLE 36 - GROUP LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT .	51
ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	52
37.02 COMMUNICABLE DISEASES	55
37.03 WORKING ALONE OR IN ISOLATION	56
37.04 EMPLOYEE WORKLOAD	56
37.05 CRITICAL INCIDENT STRESS DEFUSING	56
ARTICLE 38 - TRANSPORTATION ALLOWANCE	57
ARTICLE 39 - CHANGE IN AGREEMENT	57
ARTICLE 40 - PRINTING OF THE AGREEMENT	57
ARTICLE 41 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA	57
ARTICLE 42 - VARIATIONS	58
ARTICLE 43 - SAVINGS CLAUSE	58
ARTICLE 44 - PROFESSIONAL RESPONSIBILITY CLAUSE FOR LPN'S	58
ARTICLE 45 - INDEMNITY	59
ARTICLE 46 - EFFECTIVE AND TERMINATING DATES	59
ARTICLE 47 - MORE FAVOURABLE RATE OR CONDITION	60
ARTICLE 48 - CRIMINAL RECORD CHECKS	60
ARTICLE 49 - ELECTION DAY	60
ARTICLE 50 - VOLUNTEERS	60
ARTICLE 51 - NO CONTRACTING OUT	61
51.01 NO LAYOFF OF EMPLOYEES	61
51.02 EXCEPTIONS	61
ADDENDUM #1	62
WAGE SCHEDULES	62
ADDENDUM #1	63
CASUAL EMPLOYEES	63
ADDENDUM #2	67
ELECTRONIC CASUAL CALL OUT	67

TABLE OF CONTENTS

Contents

Page

DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means Kolbina Care for Seniors Inc. at and from Brocklehurst Gemstone Care Centre.
2. "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union".
3. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties or those excluded under the *Labour Relations Code* of BC.
4. "Common-law spouse" is defined as two (2) people who have cohabitated as spousal partners for a period of not less than one (1) year. Employees may not have more than one person designated as a common law spouse at the same time.
5. "Employee" means an employee included in the bargaining unit and includes regular employees and casual employees.
6. "Leave of absence with pay" means to be absent from duty with permission and with pay.
7. "Leave of absence without pay" means to be absent from duty with permission but without pay.

Definition of Employee Status

A) Regular Full-Time Employee

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

B) 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 regular part time employees who are scheduled to work over 20 hours per week

are entitled to all benefits outlined in this Collective Agreement on a prorated basis.

C) Casual Employees

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

D) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.06 - Grievance Procedure.

PREAMBLE

Residents have the right to uninterrupted, skilful and efficient attention and it is obligatory upon the employer and its employees that the efficient operation of the Employer's business be maintained. It is also important that harmonious relations be maintained between the Employer and the employees.

The parties have agreed to make provisions for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the employer for whom the Union has been certified as the bargaining agent.

The provisions of this agreement are therefore as follows:

ARTICLE I - RECOGNITION OF THE UNION

1.01 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.

1.02 Union Shop

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining Unit.

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

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

Grievance Procedure - Article 9

Dismissal/Suspension for Alleged Cause - Article 9.02

Employer's Notice of Termination - Article 10.03

1.03 Check Off of Union Dues

A) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues,

assessment and initiation fees, payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

- B) All deductions shall be remitted to the Union not later than the 15th of each month the Employer shall electronically provide a list of all employees hired including their name, employee number, date of hire, Union dues paid for each month in which the deduction was made to membersupdates@heu.org.

The Employer shall also provide a list of names of all employees including those hired and all employees who have left the employment of the Employer, designating discharges, retirements, resignations and deaths, from whose salaries such deductions have been made together with the amounts deducted from each employee.

Twice each calendar year, in January and July, the Employer will provide to both the Local designate and the Union, a list of all employees in the bargaining unit, their job titles, addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in electronic format, such as Microsoft Excel to: memberupdates@heu.org, and shall be provided securely in a fashion agreeable to both parties.

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

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

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

1.04 Employer and Union Shall Acquaint New Employees

The Employer will provide every employee with a copy of the collective agreement upon hiring and thereafter, with any updates.

The Chairperson shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Chairperson of the names of the new employees hired.

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of

employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to talk to each new employee within regular working hours, without loss of pay, not to exceed fifteen (15) minutes some time during the first thirty (30) days of employment.

New employees shall receive regular wages while attending such meetings, but regular wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

1.05 Recognition and Rights of Shop Stewards

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

- (1) Five (5) shop stewards plus three (3) alternate shop stewards may be appointed by the Union.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper ration of a department, then no more than one (1) Shop Steward or Union Committee member from any one department maybe given leave of absence to transact Union business at any one time.

ARTICLE 2 – NO DISCRIMINATION

Harassment and 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 the employees to work in an environment free from harassment, including sexual harassment.
- 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.

Complaints Investigation

- a) An employee who complains of harassment under may file a grievance or human rights complaint.
- b) The Employer, the employees and the Union agree that where a complaint that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- c) All persons involved in the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 3 - RIGHT TO REFUSE TO CROSS PICKET LINES

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

ARTICLE 4 - NOTICE OF UNION REPRESENTATIVE VISITS

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.

In no circumstances shall Union business on the employer's premises disrupt or disturb residents and/or their families.

ARTICLE 5 - BULLETIN BOARDS

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

ARTICLE 6 - MANAGEMENT RIGHTS

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, discipline and discharge 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 7 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

7.01 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the long term care facility in which he/she is employed.

7.02 Notice of Displacement

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

The Employer and the Union shall meet with-in twenty-one (21) days of the date of the notice and shall make every reasonable effort to reach an agreement.

7.03 Bumping

It is agreed that in instances where a job is eliminated or the hours reduced by one hour a day or more, an employee may choose one of the following options:

- a) an employee may accept the reduction in hours;
- b) an employee may accept the layoff or reduction in hours and be placed on the casual call in list and be placed on the recall list;
- c) be placed on the recall list;
- d) bump the most junior employee with the same number of hours provided the employee possess the qualifications, skill and ability to perform the job of the less senior employee qualified and has the ability to do the job of the less senior employee. The Employer shall supply to the

employee and the Union a list of all employees that may be bumped by the employee. Bumping rights must be exercised by providing written notice to the Employer as soon as possible but no later than 48 hours after receiving notification of layoff.

7.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 7.02 and Article 7.03.

ARTICLE 8 - DISCUSSION OF DIFFERENCES

8.01 Discussion of Differences

The Union and the Employer are committed to a process of working together with the common goal of anticipating and resolving mutual problems and improving their day to day working relationship.

Such meetings shall discuss issues, related to the workplace that affects the parties or any employee bound by the agreement, including but not limited to:

1. Matters other than grievances, related to the maintenance of good relations between the parties;
2. Correcting conditions causing misunderstandings;
3. Dealing with any matters regarding this agreement;
4. Discussing quality of resident services and making recommendations to improve those services.

8.02 The Labour Management Committee shall consist of

Up to three (3) representatives of the Union which includes the Secretary/Business Manager of the Union or his/her designate;

Up to three (3) representatives of the Employer.

The Parties will alternate at each meeting the responsibility of preparing and issuing an agenda and chairing the meeting. Every effort will be made to have the agenda circulated one week in advance of the meeting. The parties will be responsible for their own minutes but these minutes are prepared on a without prejudice basis.

Except by mutual agreement which will not be unreasonably withheld by either party, no matter which has not been raised as an agenda item will be discussed in the meeting.

Agreement reached at the Labour Management meetings must be signed and approved by both the Union and the Employer.

8.03 Union/Management Meetings

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

8.04 Conduct of the Grievance Procedure

(a) Representation

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

(b) Right to Have Steward Present

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 or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop

Steward or Union Committee member shall, be given reasonable time off without loss of pay, subject to operational requirements, for this purpose when the discussion takes place at the Employer's place of business.

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that he/she has the right to representation by a Shop Steward or Union committee member of his/her choice. If the issue is time sensitive and urgent in nature, the choice of a shop steward/Union Committee member shall not cause a delay to meet. In no circumstances shall a delay exceed 48 hours.

(c) Employee Called as a Witness

Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

(d) Right to Grieve Disciplinary Action

Employees shall have the right to grieve disciplinary action. An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the day it was issued, provided the employee's personal file does not contain a further record of any disciplinary action.

(e) Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the work-site. The employee shall sign the appraisal within seven (7) calendar days of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other

indicating that the employee has read and disagrees with the appraisal.

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

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

If the employee doesn't submit a grievance on the content of the appraisal within seven (7) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

(f) Personnel File

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, and, if requested, be provided with one (1) copy of any document in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. An employee may review his/her file for personal reference.

No document of a disciplinary nature shall be placed on the employee's personnel file without his/her knowledge.

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' written notice prior to examining the file and may view the file at the earliest possible opportunity and in no case, later than seven (7) calendar days.

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

for purposes of the proper application of this Agreement.

(g) Time Limits

- i. Notification to arbitrate shall be deemed presented on the date on which it is faxed or delivered to the Employer or the Union.
- ii. The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

(h) Deviation from Grievance Procedure

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

ARTICLE 9 - GRIEVANCE PROCEDURE

If an employee has a grievance, his/her grievance shall be settled as follows:

9.01

Step 1

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor within seven (7) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. The supervisor will respond as soon as practical, but no later than seven (7) calendar days after discussing the grievance. If the grievance is not settled at this step;

Step 2

Then within fourteen (14) calendar days of the Step one meeting or seven (7) calendar days after the supervisors reply, the grievance may be reduced to writing, signed by the employee and a shop steward or union committee member and submitted to the Manager.

The grievance will set out the nature of the complaint, article or articles of the agreement alleged to have been violated and the remedy or correction required.

The parties will meet to discuss the grievance within seven (7) calendar days of its filing. At the meeting each party shall provide to the other a statement of facts and copies of all relevant documents. Within fourteen (14) calendar days of following the meeting the Manager will reply in writing.

If the grievance is not settled at this step, either party may refer the grievance to Step 3 within fourteen (14) calendar days.

Step 3

The Union and the Employer committees shall meet to discuss the grievance within twenty one (21) days or other mutually agreeable time.

The Employer and the Union agree that their representatives at the meeting have the authority to resolve the grievance.

If the grievance is not settled within twenty one (21) days of the step 3 meeting, then either party may refer the grievance to Arbitration.

9.02 Dismissal/Suspension for Alleged Cause

Notice of dismissal or suspension shall be in writing and shall set forth reasons for the reasons for the action and shall be based on just cause. Within three (3) calendar days of notice of the dismissal or suspension, the Employer shall notify the HEU office

at which the servicing HEU representative works from of such notice.

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance to the Manager at Step 2 of the grievance procedure.

9.03 General/Policy Grievance

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 of the grievance procedure outlined in Article 7.06 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

9.04 The Employer shall supply the necessary facilities for the grievance meetings.

9.05 Time Limits

Any grievance, which is not commenced or processed within the prescribed time limits shall be subject to a claim of abandonment and shall be deemed to be settled on the basis of the last written reply. However, neither party shall be deemed to have prejudiced its position on any future grievance. The time limits prescribed in the grievance procedure may only be extended by written mutual agreement of the parties.

9.06 Expedited Arbitration

- (1) By mutual agreement, the parties may refer a grievance to 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) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (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) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - (6) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within ten (10) working days of the hearing.
 - (7) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
 - (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 - (9) The parties shall equally share the costs of the fees and expenses of the arbitrator.
 - (10) In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:
 1. Chris Sullivan
 2. Elaine Doyle
 3. Joan Gordon
 4. Irene Holden
 5. Judy Korbin
 6. Dalton Larson
 7. M. Jackson
 8. Mark Atkinson
 - (11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
 - (12) Neither party will appeal the decision of the Arbitrator.

ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within twenty one (21) days of the reply under Step 3.

10.02 In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

1. Chris Sullivan
2. Elaine Doyle
3. Joan Gordon
4. Irene Holden
5. Judy Korbin
6. Dalton Larson
7. M. Jackson
8. Mark Atkinson

10.03 Decision of Arbitration Board

The decision of the Arbitrator shall be in writing and shall be final, binding, and enforceable on the Parties.

10.04 Expenses of Arbitration

Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the party.

10.05 Amending Time Limits

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

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

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

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

11.02 Probationary Period

For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four hundred and fifty (450) hours. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

11.03 Loss of Seniority

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

- a) he/she is discharged for just cause;
- b) he/she voluntarily terminates his/her employment;
- c) he/she is on layoff for more than twelve (12) months;
- d) he/she abandons his/her position in accordance with Article

26.03;

- e) he/she is on layoff and fails to report when recalled for work in accordance with Article 13.

ARTICLE 12 - PROMOTION, TRANSFER, DEMOTION, AND RELEASE

12.01 Applications from Employees

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

12.02 Selection Process

The successful candidate for a posting vacancy will be selected in accordance with the following criteria:

- a) Evaluations
- b) Required qualifications
- c) Past performance

Where two or more employees are relatively equal for a position, seniority will be the deciding factor.

12.03 Qualifying Period

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

In no instance during the qualifying 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 increment step before the transfer took place, without loss of

seniority, and any other employee hired or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying 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 Temporary Promotion, Transfer, or Demotion

- (a) 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.
- (b) Regular employees shall be permitted to post into a maximum of two temporary positions in one calendar year.
- (c) Employees who are interested in applying for temporary positions who are currently completing temporary assignments must complete their assignment before moving into another temporary position unless the new temporary position provides a promotion or an increase in hours.

12.05 Promotions

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

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

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment

anniversary date of his/her prior job.

12.06 Transfers

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

12.07 Excluded Positions – temporary appointments

Employees shall not be placed in an excluded position for greater than six (6) months without the mutual agreement of the Union. Mutual agreement shall not be unreasonably withheld. The period may be extended with the mutual agreement of the parties.

ARTICLE 13 - REDUCTION IN WORK FORCE

13.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that those retained are qualified and have the ability to do the work.

The parties agree to make use of attrition, business growth, job retraining, and/or mechanisms to avoid displacement of employees. The employer will exercise reasonable efforts to avoid reductions in force, reductions in hours, and/or job elimination. If, after exercising reasonable efforts to avoid layoff, it is necessary to conduct a layoff then such layoff shall follow the process above.

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

One (1) weeks per year of service to a maximum of eight (8) weeks.

13.03 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of

one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 7.03 of this Agreement.

13.04 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 14 - SUPERVISORY OR MILITARY SERVICE

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

ARTICLE 15 - SENIORITY LISTS

Seniority lists for regular full-time employees shall be posted within twenty-eight days of the months of March and September. Seniority lists for regular part-time and casual employees shall be posted within twenty eight days of the months of March, June, Sept, December.

The seniority lists shall include the name, job category, straight time hours paid up to the end of the previous month's pay period and start date. A copy of the seniority lists shall be supplied to the Secretary-Business Manager or his/her designate and to the

Bargaining Unit Chairperson.

Such lists shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate upon the approved signature.

Seniority shall accrue based on hours worked. When determining hours worked, the following shall apply:

- 1) Time paid by the employer – regular, statutory holidays worked, paid vacations and Union paid time.
- 2) Time off as a result of any injury or illness, which is be paid by WCB.

ARTICLE 16 - JOB POSTINGS AND JOB DESCRIPTIONS

16.01 JOB POSTING

The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection.

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 60 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

Two (2) copies of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

The Employer shall, within seven (7) 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 of new job was posted.

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.

Employees are limited to occupying four (4) positions in one calendar year. Acceptance of a posting and returning to their original posting during the qualifying period shall be considered as two positions.

This does not apply if the new posting results in an employee converting a temporary position into a regular one (casual to part time/full time or part time to full time), or for a higher paid position.

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

16.03 Temporary Positions to Accommodate Workload Hours

The Employer has the ability to post a maximum of one (1) temporary regular position in each of the activity aide, care aide, and LPN, in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

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

- (1) post a regular position;
- (2) end the term position;
- (3) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

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

16.04 Job Descriptions

The employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain the job title, qualifications, a summary statement of the duties and the date prepared.

The said job description shall be provided in writing to the Shop Steward and Secretary Business Manager or designate.

Prior to the implementing a change in job descriptions, the employer will provide notice to the Union and, upon written request, meet to review the change with the Union and consider input and alternatives proposed by the Union. This review shall not delay implementation of the change.

16.05 Each employee shall be provided with a copy of the summary description for his/her classification upon request.

16.06 New job descriptions

- (a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- (b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 2 of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- (c) Any decision to adjust the wage rate in either 15.03 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

ARTICLE 17 – RELIEVING IN OTHER POSITIONS

17.01 Relieving in Higher - Rated Positions

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

17.02 Relieving in Lower-Rated Positions

An employee temporarily assigned by the Employer to a position

with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

17.03 Temporary Assignment to an Excluded Position

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than his/her current rate.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given as soon as possible and within five (5) business days of the request.

18.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

18.03 Unpaid Leave - Affecting Seniority and Benefits

Any 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 increment step.

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 have their benefits and previously accrued seniority reinstated upon expiry of the leave.

18.04 Health and Welfare Benefits While on Unpaid Leave of Absence

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

18.05 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (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 this would unduly interrupt the operation of the department. Such requests shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining

such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) 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.
- (d) The foregoing provisions shall not limit the provisions of Article 18.05.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (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.

18.06 Union Bargaining Committee

A Union Bargaining Committee shall consist of a maximum of four (4) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 18.05 (Unpaid Leave Union Business).

18.07 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) days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

18.08 Bereavement Leave

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother in-law, sister in-law, grandparent, grandchild, legal guardian, and ward. The Employer may reasonably request confirmation that the employee's relationship to the deceased is consistent with this article.

An additional two days leave with pay may be utilized from the employees' sick leave bank for travel.

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

18.09 Family Responsibility Leave

Employees are entitled to up to 5 days unpaid leave in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent,

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

18.10 Compassionate Care Leave

- a) An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave within a 26 week period to provide care or support to a gravely ill family member.
- b) The process for requesting such a leave is as follows;
 1. the employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within 26 weeks.
 2. Family member means a member of an employee's immediate family, as defined in Bereavement Leave above.
 3. The employee must give the employer a copy of the certificate as soon as practicable.
 4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
 5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;
 - a. The family member dies;
 - b. The expiration of 26 weeks or other prescribed period from the date the leave began.
 6. A leave taken under this section must be taken in units of one or more weeks.
 7. If an employee takes a leave under this section and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee make take a further leave after obtaining a new certificate in accordance with subsection (b) above.

ARTICLE 19 - EDUCATIONAL LEAVE

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

19.02 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.
- (d) Such leaves shall not exceed eight (8) months.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

20.02 Hours of Work

The hours of work for each regular full-time employee covered by this Agreement, exclusive of unpaid meal times, shall be seven and one-half (7½) per day, an average of thirty-seven point five (37.5) hours per week, or an equivalent mutually agreed to by the Employer and the Union.

20.03 Scheduling Provisions

- (a) (i) The Employer shall post schedules at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 22 Overtime.
- (b) There shall be a minimum of eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates, in accordance with Article 22 Overtime.
- (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 22 Overtime shall be waived for all employees affected by the granting of such a request, provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that whenever possible, sufficient advance notice is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a

minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 22 Overtime. Notice of the change shall be confirmed in writing as soon as possible.

- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

20.04 Split Shifts

The parties agree there will be no split shifts without the consent of the employee, the Union and the Employer.

20.05 Time Change

Employees will be paid for the hours worked on any of the time changes.

20.06 Extended Hours

The current extended hours shall continue unless more than fifty percent (50%) of the employees elect to move to non-extended shifts. New extended hours shifts can be an option if more than eighty percent (80%) of those affected by the expended hours vote in favour of it. The daily hours will be up to 11.25 hours per day exclusive of meal breaks and up to an average of 39.365 hours per week over the term of the rotation (i.e. 6 weeks or 8 weeks), and up to 2048 hours per year. There will be three rest breaks of fifteen (15) minutes each and two meal breaks of thirty (30) minutes each provided for those working 11.25 hours shifts. These will be paid meal break if they are unable to leave the facility.

Extended Hours: The base day for accruals will be 7.5 hours. The paid day off for statutory holidays. Lieu days will be based on actual hours worked.

Employees working the extended hour shifts will have the same

equivalent time off but converted to hours (i.e. 10 paid vacation days X 7.5 hours = 75 hours vacation time).

ARTICLE 21 - PREMIUMS

- (a) Employees working the night shift shall be paid a shift differential of sixty cents (\$0.60) per hour for the entire shift worked.
- (b) Employees working weekends shall be paid a shift differential of twenty (\$0.20) cents per hour.
- (c) In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours). In this section, weekend shift means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) on a Friday and 11:00 p.m. (2300 hours) on a Sunday.

ARTICLE 22 - OVERTIME

22.01 Employees requested to work in excess of eight (8) hours per day, or who are scheduled to work on their scheduled off-duty days, including extra days off, shall be paid:

- (i) The rate of time and one-half (1/2) of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled work day and double time thereafter;
- (ii) The rate of time and one-half (1/2) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (iii) For extended hour shifts: if the employee works in excess of 12 paid hours they shall be paid double (2X) the regular rate of pay.

22.02 Employees required to work on a scheduled day off, including an extra day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.

22.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 24, the employee shall be paid overtime at the rate of double (2) times the premium statutory holiday rate for all hours worked beyond eight (8) hours.

22.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 22.05 below.

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

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

22.06 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.

22.07 Assignment of Overtime

In cases where the Employer has authorized anticipated overtime to be worked, the Employer will offer the overtime by seniority to eligible employees.

Where overtime is unanticipated (less than 72 hours in advance), overtime shall offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the employer may offer the overtime to any available and qualified employee.

An eligible employee includes one who is: actively working within the affected unit, qualified to perform the work, and available to accept the work (e.g. not on any paid or unpaid leave of absence, not outside of safe work parameters).

The determination of seniority will be based on the most recently published seniority list.

The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.

ARTICLE 23 - CALL BACK/CALL IN/ON CALL

23.01 Minimum Pay

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

23.02 Call-In - Statutory Requirement

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

23.03 ON CALL

There will be no one on call without the mutual agreement between the employee, the Union and the Employer.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01 Statutory Holidays

i. Employees will be paid 4.4% of gross earnings in lieu of

statutory holidays on each paycheque and such other holidays as made be in future proclaimed or declared by other the Provincial or Federal governments.

- ii. Effective Feb 1, 2019, full-time employees working on a five day on and two day off rotation shall be entitled to 11 (eleven) statutory days off to be taken as paid days off in the pay period when the statutory holiday occurs; specific days off shall be subject to operational requirements.

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

24.02 Holidays Coinciding with a Vacation Day for the 5 on 2 off rotation

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

24.03 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off, based on employee preference, on a rotational basis from year to year, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing by July 2nd of each year.

24.04 Statutory Holiday Pay

Employees who are required to work on a statutory holiday shall be paid at the rate of time and a half (1 1/2) except those working on Christmas Day and New Year's Day when the rate of pay will be double (2X) time the rate of pay. Payment of premiums under

this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

24.05 Statutory Holiday Pay with Less than 14 Calendar Days Advance Notice

Employees who are required to work on a scheduled statutory holiday and are given less than fourteen (14) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1½) for the time worked, in addition to their regular hourly pay rate, and will have such statutory holiday rescheduled in addition to such overtime pay.

ARTICLE 25 - VACATION

25.01 Vacation Entitlement (effective date of ratification)

Regular Employees shall have earned the following vacation:

0-4 years	4%
4-5 years	4.8%
<u>5-6 years</u>	6%
<u>7 years and greater</u>	6.4%

25.02 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 (seniority) within a department. Where an employee chooses to split her/his vacation, (s)he 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 selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

25.03 Vacation Schedules

- (a) Employees shall submit their vacation requests to the general manager or designate on or before:
 - (i) November 1st for the period January 1st through April 30th; to be responded to by November 30 and;

- (ii) March 1st for the period May 1st through December 31st, to be responded to by March 31.
- (b) An employee who does not exercise his/her rights by the cut off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in the case of emergency with mutual agreement of the employer and Employee.

25.04 Vacation Pay

Vacation pay shall be paid in accordance with Article 32 - Pay Days.

25.05 Vacation Carry Over

Employees shall be permitted to carry over a maximum of eight (8) vacation days from one calendar year to the next. Any vacation days carried over must be taken in the second year unless otherwise stated in the Agreement.

25.06 Vacation Entitlement upon Dismissal or Death

Employees dismissed for cause or who have died shall be paid their unused earned vacation allowance pursuant to Articles 24.01.

25.07 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her 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.

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

mutually agreeable time and in addition, the employee shall be reimbursed reasonable expenses upon proof of receipts. Travel time will also be credited back to the vacation bank.

ARTICLE 26 - CONDITIONS OF EMPLOYMENT

26.01 Vaccination and Inoculation

Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

26.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%). For example:

Employees entitled to eight percent (8%) shall be paid six percent (6%);

Employees entitled to ten percent (10%) shall be paid eight percent (8%);

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

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

include vacation time.

26.03 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within three (3) work days, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 27 - GENERAL PROVISIONS

27.01 Uniforms

The Employer shall supply and maintain (launder and repair) uniforms for employees who are required to wear same. Employees must return to The Employer uniforms and other Employer property in their possession at the time of termination of employment.

The Employer will provide facilities to accommodate employees to change into work clothing.

27.02 Employer Property and Personal Property Damage

(a) Employer Property

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

(b) Personal Property Damage

Upon submission of reasonable proof, where an employee's personal belongings, clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay to repair or indemnify the employee provided such personal possessions are of a type suitable for use while on duty.

(c) The Employer, where currently supplying tools to employees, shall continue to supply tools to employees.

27.03 Lockers

The employer will provide lockers for staff to store their personal items. Employees must vacate the lockers at the end of each shift. Staff get priority for lockers over students.

ARTICLE 28 - BADGES, INSIGNIA AND UNION SHOP CARDS

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

ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

29.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

29.02 Sick Leave Entitlement

On January 1 of each year a regular full time employee will be credited with 35 hours of sick leave, prorated for regular part time employees. Employees starting after January 1 or terminating during the calendar year shall have their sick time prorated for the year.

Employees can carry over up to 35 hours into the following year.

Effective January 1, 2020

- i. On January 1 each year, a regular full-time employee will be credited with 22.5 hours of sick leave, prorated for regular part time employees. An additional 22.5 hours of sick time will be credited on July 1 each year.
- ii. Employees starting after January 1 or terminating during the calendar year shall have their sick time prorated for the year.
- iii. Upon written request from an employee no later than December 1 each calendar year, 50% of the remaining sick

days in the accrued sick bank for that calendar year may be paid out at 50%; the other 50% of the accrued sick days shall be carried over into a sick leave bank with a maximum accrual of 35 hours (e.g. if 4 days were left over at the end of December, an employee could either bank the four days in a sick bank for future use or be paid out for 2 days at 50% and have 2 days carried forward.

29.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. If the employer requires medical proof, the Employer will pay for the cost of providing satisfactory evidence of medical proof being requested.

Sick leave may also be used for medical and or dental appointments outside regular schedule shifts with reasonable time off will be granted for employees and dependent children.

29.04 WCB leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

29.05 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

29.06 An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

29.07 Workers Compensation Benefits

(a) Benefits While on Compensation

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

- (b) Employees qualifying for Workers Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees seniority shall continue to accumulate based on regular hours.

ARTICLE 30 - RETURN TO WORK PROGRAMS

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

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

ARTICLE 31 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

31.01 Maternity Leave

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

Leave of absence for pregnancy may be taken for a period of seventeen (17) weeks. Seniority and continuous service will continue to accumulate during the full period of pregnancy leave.

The employer shall maintain the employee's benefit coverage during pregnancy leave provided the employee maintains her share of the cost of the plan.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy reasons proceeding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

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

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

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

Upon return to work, the employee shall continue her former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence without pay and subject to the provisions of Article 29.02.

31.02 Parental Leave

An employee shall be eligible for parental leave of up to thirty-seven (37) consecutive weeks without pay or thirty-five (35) consecutive weeks without pay in the case of a birth mother who

takes maternity leave under Article 31.01, provided such leave is concluded within fifty-two (52) weeks of the child's birth.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

31.03 Adoption Leave

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

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks Adopted Parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

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

ARTICLE 32 - PAY DAYS

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

- (1) The statements given to employees and shall include the designation of statutory holidays pay, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned, sick leave taken and vacation accrued and paid, and an itemization of all deductions.
 - a) When a pay day falls on a non-banking day, the direct deposit shall be made prior to the established pay day.
 - b) If there is an employer error for the pay period, the employer shall rectify the error within 3 business days.

ARTICLE 33 - REST AND MEAL PERIODS

33.01 There shall be fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum off four (4) hours, will receive one (1) fifteen (15) minute paid rest period.

33.02 An unpaid meal period of one-half ($\frac{1}{2}$) hour will be scheduled as close as possible to the middle of each shift of greater than five (5) hours and shall take away from the work area.

33.03 Employees directed by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.

33.04 Employees who are required to stay on site and be available during the meal period as part of their regularly scheduled shift shall have the meal period paid at straight- time rates.

ARTICLE 34 - JURY DUTY

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave without pay for the required period of attendance.

ARTICLE 35 - HEALTH CARE PLANS

35.01 Eligibility

- a) Regular employees are eligible for the health care plan. There will be no reduction to Health Care Plans.
- b) Part time employees who are not currently enrolled must be actively working an average of twenty-one (21) hours per week to be eligible for coverage in the following Health Care Plans. All part time employees currently enrolled shall continue to be eligible.

35.02 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

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

35.03 Dental Plan

- a) Employees shall be provided with a dental plan covering eighty percent (80%) of the costs of the basic plan (Plan A), fifty percent (50%) of the costs of the extended plan (Plan B) and an employee's child is eligible for fifty percent (50%) of the costs of the orthodontic plan (Plan C). Orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2,000) per child with no run-offs for claims after termination.

- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay fifty percent (50%) of the premium. Effective August 28, 2019, the employer portion of the premium payment will increase to sixty percent (60%).

35.04 Extended Health Care Plan

The Employer shall pay fifty per cent (50%) of the monthly premiums for employees and their families. Effective August 28, 2019, employer portion of the premium payment will increase to sixty percent (60%).

The plan pays for eighty percent (80%) of the following to a maximum of for following:

- (a) Hearing aids that includes \$400.00 every five (5) years.
- (b) Orthopaedic shoes will be covered to \$400.00 per year for adults and \$200 per year for dependent children.
- (c) Glucometres will be covered with no maximum limit.
- (d) Vision care allowance for vision care shall be increased from two hundred and fifty dollars (\$250.00) every two years to \$275 every two years effective August 28, 2019.
- (e) Employee and Family Assistance Program.
- (f) Critical Illness coverage.

ARTICLE 36 - GROUP LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT

36.01 The Employer shall provide a mutually acceptable group life insurance plan.

36.02 Effective Date of Certification, the plan shall provide (\$50,000.00) insurance coverage for post-probationary employees.

36.03 Benefit coverage reduces to fifty percent (50%) at age sixty five (65) and terminates at age seventy (70) or retirement, whichever is earlier. Upon termination of employment, the Plan provides conversion privilege wherein the employee may convert the life insurance policy to an individual policy without medical evidence. The employee must apply to the individual policy holder and pay the first monthly premium within 31) days of the termination of the Employee's Life Insurance.

36.04 The plan shall also include coverage for accidental death and dismemberment to a maximum \$50,000.00.

36.05 The Employer shall pay one hundred percent (100%) of the premium.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee of four (4) shall be as between the Employer and the Union, with equal representation of two representatives each and with each party appointing its own representatives.

The Employer and the Union will each appoint no more than four (4) persons to serve on the Committee, unless otherwise mutually agreed.

- b) The employee members(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 committee meetings, 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.

In the event of a fatality, the Employer shall immediately notify the Secretary/Business Manager of the Union along with the Union representatives on the committee.

- c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

Ergonomics

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.

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

- (ii) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate while attending meetings of the Joint Committee, workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (iii) 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, violence, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

Aggressive Residents

When the employer is aware that a resident has a history of aggressive behavior, the employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behavior will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff is present when dealing with such resident. It is understood that this is at no extra cost to the Employer.

Respect in the Workplace

The parties recognize that it is important to provide an environment that is properly secure for all those who receive care to work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

Training and Orientation

- (i) 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
- (ii) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (iii) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes

d) 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

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*.

37.02 Communicable Diseases

In-service training will be provided and may include precautions (standards, contact, airborne, blood borne) to be observed, and

cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

37.03 Working Alone or in Isolation

The Employer will ensure there is a check in program in place (including an alarm system) for those who work alone under which conditions may present a risk of disabling injury as outline in the WorkSafe BC Regulations and the Act. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

37.04 Employee Workload

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

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

The Employer is not required to replace absent employees, but under no circumstances will the prioritizing of duties, the re-assignment of work, or the decision to not replace, result in an unsafe increase in workload for other employees.

Where the employee is working short staffed, that employee shall be paid a premium of \$2.00 per hour for short staffed hours worked during the night shift.

37.05 Critical incident stress defusing

A work place critical incident is an event (i.e.) injury, fatality, or robbery, etc.) that causes emotional or psychological trauma in people exposed to the incident. It is a sudden, powerful event

outside the range of normal experience and outside the worker's control.

In the event of a critical incident within the workplace the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafe BC's Critical Incident Response Program. Leave to attend such a session will be without loss of pay.

ARTICLE 38 - TRANSPORTATION ALLOWANCE

Employees who use their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-two cents (\$0.52) per kilometre.

ARTICLE 39 - CHANGE IN AGREEMENT

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

ARTICLE 40 - PRINTING OF THE AGREEMENT

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

ARTICLE 41 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

ARTICLE 42 - VARIATIONS

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

ARTICLE 43 - SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

ARTICLE 44 - PROFESSIONAL RESPONSIBILITY CLAUSE for LPN's

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

- (a) practice conditions
- (b) safety of residents and staff
- (c) workload

LPN's with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern and may be accompanied by a steward.

If the matter is not resolved to the employee's satisfaction, the matter may be referred to the General Manager and may be

accompanied by a steward. The General Manager shall respond in writing within fourteen (14) calendar days of the meeting.

ARTICLE 45 - INDEMNITY

The Employer will exempt and save harmless any employee from liability action arising from the proper performance of his/her duties for the Employer as assigned, and assumes all costs, legal fees and other expenses arising from any such action.

ARTICLE 46 - EFFECTIVE AND TERMINATING DATES

- (a) This Agreement shall be effective from August 28, 2018 and shall remain in force and be binding upon the parties until August 31, 2022 and from year to year thereafter unless terminated by either party on written notice served during the month of September.

All notices on behalf of the Union shall be given by the Staff Representative and the Administrator shall give similar notices on behalf of the Employer.

Where either party prior gives no notice, both parties shall be deemed to have been given notice under this section.

- (b) Any change deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.
- (c) It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of B.C. is excluded from this Agreement.
- (d) **Agreement to Continue in Force**
Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations after the completion of the term of this Agreement.

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

(e) **Effective Date of Agreement**

Unless otherwise specified, any revisions to the expired collective agreement will be effective from the date of ratification by the Employer and the Union.

ARTICLE 47 - MORE FAVOURABLE RATE OR CONDITION

No employee who is at a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 48 - CRIMINAL RECORD CHECKS

Should the employer lose a submitted criminal records check of a current employee the employer will pay the cost of the subsequent Criminal Records Check if necessary.

ARTICLE 49 - ELECTION DAY

Employees will be entitled to the following consecutive hours from their shift between the hours of the opening and closing of the poll on polling day are entitled to cast their ballots:

- Provincial elections – 4 consecutive hours
- Federal elections – 3 consecutive hours

ARTICLE 50 - VOLUNTEERS

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

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

ARTICLE 51 - NO CONTRACTING OUT

51.01 No Layoff of Employees

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

51.02 Exceptions

The Employer has the right to contract for services when:

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

ADDENDUM #1

Wage Schedules

- i. Date of ratification 1.5%
- ii. July 1, 2019 1.0%
- iii. January 1, 2020 1.25%
- iv. August 31, 2020 1.0%
- v. February 1, 2021 1.0%
- vi. September 1, 2021 \$0.40 cents per hour
- vii. February 1, 2022 \$0.25 cents per hour

Description	Current hour	Current rate	Date of Ratification	July 1, 2019	January 1, 2020	August 31, 2020	February 1, 2021	September 1, 2021	February 1, 2022
	% increase		1.50%	1.00%	1.25%	1.00%	1.00%	\$0.40	\$0.25
LPN	Start	\$24.87	<u>\$25.24</u>	<u>\$25.49</u>	<u>\$25.81</u>	<u>\$26.07</u>	<u>\$26.33</u>	<u>\$26.73</u>	<u>\$26.98</u>
	1950 hours	\$25.72	<u>\$26.11</u>	<u>\$26.37</u>	<u>\$26.70</u>	<u>\$26.97</u>	<u>\$27.24</u>	<u>\$27.64</u>	<u>\$27.89</u>
	3901 hours	\$26.40	<u>\$26.80</u>	<u>\$27.07</u>	<u>\$27.41</u>	<u>\$27.68</u>	<u>\$27.96</u>	<u>\$28.36</u>	<u>\$28.61</u>
	% increase		1.50%	1.00%	1.25%	1.00%	1.00%	\$0.40	\$0.25
Care Aid / Recreation	start	\$18.73	<u>\$19.01</u>	<u>\$19.20</u>	<u>\$19.44</u>	<u>\$19.63</u>	<u>\$19.83</u>	<u>\$20.23</u>	<u>\$20.48</u>
	1950 hours	\$19.10	<u>\$19.39</u>	<u>\$19.58</u>	<u>\$19.83</u>	<u>\$20.03</u>	<u>\$20.23</u>	<u>\$20.63</u>	<u>\$20.88</u>
	3901 hours	\$19.48	<u>\$19.77</u>	<u>\$19.97</u>	<u>\$20.22</u>	<u>\$20.42</u>	<u>\$20.62</u>	<u>\$21.02</u>	<u>\$21.27</u>

ADDENDUM #1

Casual Employees

- 1) 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.
- 2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.
- 3) Part time employees may also register for casual work, provided there are no overtime costs. A Part time employee cannot accept shifts for casual work which results in working more than six (6) days in a row.

All straight time hours worked by regular part-time employees accumulate for the purposes of sick leave and all benefits.

- 4) The probationary period for casual employees shall be four hundred and fifty (450) hours worked.
- 5) Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and capable of performing the work being assigned in the job classification for which they are registered.
- 6) 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. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

- 7) Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to March, June, September, and December 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.

- 8) 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.

- 9) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

- 10) The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
- 11) Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations and four point four percent (4.4%) in lieu of statutory holidays on each pay-cheque.
- 12) The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- 13) Casual employee's who accept a shift have the same obligation to fill the shift as a regular employee.
- 14) A casual employee will provide the employer with monthly availability list by the 5th of the month for the following month. The employer must respond to availability for advanced pre-booking for the following month by the 15th of each calendar month.

The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.

Any changes to their stated availability must be communicated to the Employer in writing with as much notice as possible.

Causal employees are obligated to work any three shifts in a three month period or they may be deemed resigned.

A Casual employee who refuses work opportunities on three occasions in a three (3) month period, where they have indicated availability, shall be sent a registered letter requesting a bona fide reason for their refusal. If no bona

vide reason or no response the casual may be deemed resigned.

A Casual employee may be deemed resigned from the casual list if they have not accepted a shift for a period of three months.

ADDENDUM #2

Electronic Casual Call Out

Either Party is able to serve notice, with 30 days written notice, to revert to the call out language found in the body of the Collective Agreement. If issues arise the parties would meet and try and resolve these before serving notice as above.

Terms and Conditions for Casual Employees

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

- (i) The Employer shall maintain a casual registry for each classification in which casual employees may be used. Qualified employees may register for more than one classification subject to operational needs for extra casual employees in that classification. Seniority within each classification registry is based on facility wide seniority. Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number or email and indicate their preference (text or phone) of how they wish to be contacted for relief work.

- (ii) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry, including those employees working at the time the shift is called out. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.

- (iii) If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

- (iv) When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone as per a, b, and c below. Employees without text options registered shall be called as above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address or cell phone numbers. Where the Employer uses group texting it shall be done through a reputable service provider.
 - a) Where a vacancy is known less than 8 hours in advance, the casual employees shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - b) Where a vacancy is known more than 8 hours in advance, but less than 24 hours in advance, the casual employees shall have 15 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - c) Where a vacancy is known more than 24 hours in advance, but less than 72 hours in advance, the casual employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

- d) Where a vacancy is known more than 72 hours in advance, the casual employees shall have 8 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

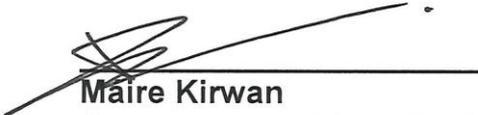
- (v) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called / contacted again in order of seniority.

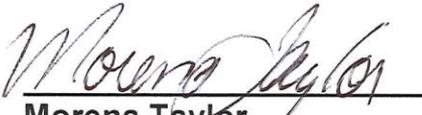
- (vi) All calls as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone or if a message was left, and the signature of the person who made the call. All emails and text messages shall also be retained/recorded as part of the call log book. In the event of a dispute, the Union shall have reasonable access to the log book (including emails and texts) and shall be entitled to make copies.

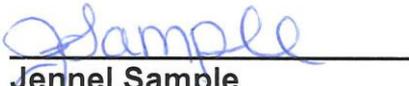
- (vii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

- (viii) All electronic communications regarding relief work shall include the following in the message:
 - a) Time of the electronic call out.
 - b) Details of relief work being offered, including date, location and shift times.
 - c) Appropriate response time (see above).

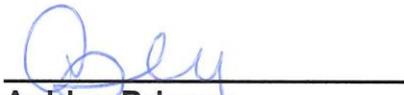
**SIGNED ON BEHALF OF
THE UNION**


Maire Kirwan
Coordinator of Private Sector


Morena Taylor
HEU Negotiator


Jennel Sample
Bargaining Representative


Lindsey Abbott
Bargaining Representative


Ashley Prizzey
Bargaining Representative

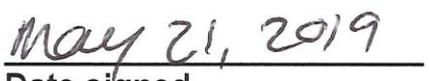

Lindsey Philcox
Bargaining Representative


Date Signed

**SIGNED OF BEHALF OF
THE EMPLOYER**


Nemelia Winckler
President, Kolbina Care for Seniors Inc.


Peter Kafka
Chief Spokesperson


Date signed