

**COLLECTIVE AGREEMENT**

**BETWEEN**



**HOSPITAL EMPLOYEES' UNION**

**AND**

**WELL BEING SERVICES (SELKIRK) LTD**

**SELKIRK SENIORS VILLAGE**

**October 1, 2015 to September 30, 2018**

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# TABLE OF CONTENTS

# PAGE NUMBER

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1 – RESPECTFUL WORKPLACE .....</b>	<b>1</b>
1.01    NO DISCRIMINATION OR HARASSMENT .....	1
1.02    COMPLAINTS INVESTIGATION .....	1
1.03    RESPECTFUL CONDUCT IN THE WORKPLACE.....	2
1.04    WORKPLACE BULLYING .....	2
1.05    INCLUSION.....	3
1.06    SUPPORT.....	3
<b>ARTICLE 2 – EXCLUSIVE BARGAINING AGENT .....</b>	<b>3</b>
2.01    SOLE BARGAINING AGENCY.....	3
2.02    UNION SHOP.....	3
2.03    UNION CHECK-OFF .....	4
2.04    INDUCTION .....	5
2.05    SHOP STEWARDS .....	5
2.06    BADGES AND INSIGNIA .....	6
2.07    BULLETIN BOARDS.....	6
2.08    NOTICE OF UNION REPRESENTATIVE VISITS .....	6
<b>ARTICLE 3 – DEFINITIONS .....</b>	<b>6</b>
3.01    GENDER NEUTRAL AND SINGULAR/PLURAL .....	6
3.02    COMMON LAW SPOUSE .....	7
3.03    BARGAINING UNIT .....	7
3.04    UNION.....	7
3.05    BASIC RATE OF PAY.....	7
3.06    CONTINUOUS SERVICE .....	7
3.07    DAY, WEEK, MONTH, YEAR.....	7
3.08    EMPLOYER.....	7
3.09    REST PERIOD.....	8
3.10    PROBATIONARY EMPLOYEE .....	8
3.11    CASUAL EMPLOYEE.....	8
3.12    FULL-TIME EMPLOYEE .....	8
3.13    PART-TIME EMPLOYEE.....	8
3.14    EMERGENCY.....	8
<b>ARTICLE 4 – MANAGEMENT RIGHTS .....</b>	<b>8</b>
<b>ARTICLE 5 – LEGAL PICKET LINE .....</b>	<b>9</b>
5.01    STRIKES OR LOCKOUTS .....	9
5.02    LEGAL PICKET LINES.....	9
<b>ARTICLE 6 – LABOUR - MANAGEMENT COMMITTEE .....</b>	<b>9</b>
<b>ARTICLE 7 – GRIEVANCE PROCEDURE .....</b>	<b>10</b>

**TABLE OF CONTENTS****PAGE NUMBER**

7.02	RIGHT TO HAVE A SHOP STEWARD PRESENT .....	11
7.03	EVALUATION REPORTS .....	11
7.04	DISMISSAL/SUSPENSION FOR ALLEGED CAUSE .....	11
7.05	GENERAL/POLICY GRIEVANCE .....	12
7.07	TIME LIMITS.....	12
7.08	DISCIPLINE - GENERAL.....	12
7.09	PERSONNEL FILE .....	13
7.10	GRIEVANCE PROCEDURE.....	13
7.11	GRIEVANCE INVESTIGATION.....	14
<b>ARTICLE 8 – EXPEDITED ARBITRATIONS.....</b>		<b>14</b>
<b>ARTICLE 9 – ARBITRATION .....</b>		<b>16</b>
<b>ARTICLE 10 – DEFINITION OF EMPLOYEE STATUS .....</b>		<b>16</b>
10.01	REGULAR FULL-TIME EMPLOYEES.....	16
10.02	REGULAR PART-TIME EMPLOYEES .....	17
10.03	CASUAL EMPLOYEES .....	17
10.04	RESTRICTION OF EMPLOYEE STATUS.....	17
<b>ARTICLE 11 – PROBATIONARY PERIOD .....</b>		<b>18</b>
<b>ARTICLE 12 – SENIORITY .....</b>		<b>18</b>
12.02	SUPERVISORY OR MILITARY SERVICE .....	18
12.03	SENIORITY LISTS.....	18
<b>ARTICLE 13 – JOB POSTINGS &amp; APPLICATIONS.....</b>		<b>19</b>
13.06	SELECTION .....	19
13.07	APPLICATION OF SENIORITY.....	20
13.08	TEMPORARY PROMOTION OR TRANSFER.....	20
13.10	QUALIFYING PERIOD.....	21
13.11	FLOAT POSITIONS.....	22
<b>ARTICLE 14 – JOB DESCRIPTIONS .....</b>		<b>23</b>
<b>ARTICLE 15 – TECHNOLOGICAL CHANGE.....</b>		<b>24</b>
15.01	PREAMBLE.....	24
<b>ARTICLE 16 – ADJUSTMENT PLAN.....</b>		<b>25</b>
<b>ARTICLE 17 – LAYOFF AND RECALL .....</b>		<b>25</b>
17.04	BUMPING .....	26
<b>ARTICLE 18 – SCHEDULING PROVISIONS.....</b>		<b>27</b>
<b>ARTICLE 19 – HOURS OF WORK .....</b>		<b>28</b>
19.01	CONTINUOUS OPERATION .....	28

**TABLE OF CONTENTS****PAGE NUMBER**

19.02	HOURS OF WORK.....	28
19.03	MEAL PERIODS.....	29
19.04	REST PERIODS .....	29
<b>ARTICLE 20 – OVERTIME.....</b>		<b>29</b>
<b>ARTICLE 21 – CALL BACK.....</b>		<b>31</b>
21.02	ON CALL .....	32
<b>ARTICLE 22 – CALL- IN STATUTORY REQUIREMENT .....</b>		<b>32</b>
<b>ARTICLE 23 – PREMIUM PAY .....</b>		<b>32</b>
23.01	SHIFT PREMIUMS.....	32
23.02	DAYLIGHT SAVINGS TIME.....	32
23.03	LPN IN-CHARGE PREMIUM.....	32
<b>ARTICLE 24 – TRANSPORTATION ALLOWANCE .....</b>		<b>33</b>
<b>ARTICLE 25 – RELIEVING IN HIGHER AND LOWER-RATED POSITIONS .....</b>		<b>33</b>
<b>ARTICLE 26 – STATUTORY HOLIDAYS .....</b>		<b>33</b>
26.01	STATUTORY HOLIDAYS .....	33
<b>ARTICLE 27 – ANNUAL VACATIONS.....</b>		<b>34</b>
27.03	VACATION CARRYOVER .....	36
27.04	SCHEDULING OF VACATION .....	36
27.05	VACATION PAY .....	36
27.06	VACATION ENTITLEMENT UPON DISMISSAL .....	37
27.07	REINSTATEMENT OF VACATION DAYS – SICK LEAVE .....	37
<b>ARTICLE 28 – BEREAVEMENT LEAVE .....</b>		<b>37</b>
<b>ARTICLE 29 – FAMILY RESPONSIBILITY LEAVE .....</b>		<b>38</b>
<b>ARTICLE 30 – SICK LEAVE, WCB, RETURN TO WORK.....</b>		<b>38</b>
30.09	WORKERS COMPENSATION BENEFITS.....	40
30.10	RETURN TO WORK PROGRAMS .....	41
<b>ARTICLE 31 – JURY DUTY .....</b>		<b>41</b>
<b>ARTICLE 32 – EDUCATION LEAVE .....</b>		<b>42</b>
32.01	EMPLOYER REQUESTED LEAVE .....	42
32.02	IN-SERVICE EDUCATION .....	42
32.03	STAFF DEVELOPMENT LEAVE .....	42
<b>ARTICLE 33 – UNPAID LEAVE .....</b>		<b>43</b>
33.01	UNPAID LEAVE .....	43

**TABLE OF CONTENTS****PAGE NUMBER**

33.02	UNPAID LEAVE AFFECTING SENIORITY AND BENEFITS .....	43
33.03	UNPAID LEAVE - UNION BUSINESS .....	44
33.04	UNPAID LEAVE – PUBLIC OFFICE .....	45
<b>ARTICLE 34 – MATERNITY, PARENTAL, AND ADOPTION LEAVE.....</b>		<b>45</b>
34.01	MATERNITY LEAVE .....	45
34.02	PARENTAL LEAVE .....	46
34.04	ADOPTION LEAVE.....	46
<b>ARTICLE 35 – HEALTH CARE PLANS .....</b>		<b>47</b>
35.01	BC MEDICAL SERVICES PLAN.....	47
35.02	EXTENDED HEALTH AND DENTAL BENEFITS .....	47
35.03	LONG TERM DISABILITY INSURANCE PLAN.....	47
35.04	GROUP LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT .....	48
35.06	ELIGIBILITY.....	48
<b>ARTICLE 36 – PAY DAYS .....</b>		<b>48</b>
<b>ARTICLE 37 – PERSONAL AND EMPLOYER PROPERTY .....</b>		<b>48</b>
37.01	RETURN OF EMPLOYER PROPERTY .....	48
<b>ARTICLE 38 – VACCINATION AND INOCULATION .....</b>		<b>49</b>
<b>ARTICLE 39 – PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES AND REGISTERED NURSES .....</b>		<b>49</b>
39.01	EMPLOYEE CONCERNS .....	49
39.02	DISCUSSION WITH DIRECTOR OF RESIDENT SERVICES.....	50
39.03	UNUSUAL OCCURRENCE REPORT FORM .....	50
39.04	LABOUR AND MANAGEMENT COMMITTEE MEETING .....	50
<b>ARTICLE 40 – OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>50</b>
40.01	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE .....	50
e)	AGGRESSIVE RESIDENTS .....	51
f)	WORKLOAD CONCERNS .....	52
40.02	TRAINING AND ORIENTATION .....	52
40.03	RIGHT TO REFUSE UNSAFE WORK .....	52
40.04	EMPLOYEES' RIGHT-TO-KNOW .....	52
40.05	PROTECTIVE CLOTHING AND EQUIPMENT.....	52
40.06	EMPLOYEE WORKLOAD .....	53
<b>ARTICLE 41 – VARIATIONS .....</b>		<b>54</b>
<b>ARTICLE 42 – PRINTING .....</b>		<b>54</b>
<b>ARTICLE 43 – EFFECTIVE AND TERMINATING DATES.....</b>		<b>54</b>
43.01	EFFECTIVE AND TERMINATING DATES.....	54

**TABLE OF CONTENTS****PAGE NUMBER**

---

43.02	EFFECTIVE DATE OF WAGES AND BENEFITS .....	54
<b>ARTICLE 44 – VOLUNTEERS</b> .....		<b>55</b>
44.01	VOLUNTEER WORK .....	55
<b>ARTICLE 45 – CASUAL AND PART-TIME CALL IN AND ENTITLEMENTS</b> .....		<b>55</b>
<b>ARTICLE 46 – PENSION PLAN</b> .....		<b>59</b>
<b>ARTICLE 47 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA</b> .....		<b>59</b>
<b>ARTICLE 48 – CONTRACTING OUT</b> .....		<b>59</b>
<b>ARTICLE 49 – SAVINGS CLAUSE</b> .....		<b>59</b>
<b>MEMORANDUM OF AGREEMENT (MOA) #1 – CONTRACTING OUT</b> .....		<b>60</b>
<b>MEMORANDUM OF AGREEMENT (MOA) #2 – TRANSITION TO STANDARDIZE VACATION ACCRUAL YEAR</b> .....		<b>61</b>
<b>MEMORANDUM OF AGREEMENT (MOA) #3 – RE: ELECTRONIC CASUAL CALL OUT</b> .....		<b>62</b>
<b>APPENDIX A – WAGE SCHEDULE</b> .....		<b>63</b>
<b>APPENDIX B – SUMMARY OF HEALTH CARE BENEFIT PLANS</b> .....		<b>65</b>

## **PREAMBLE**

It is recognized that it is the right of the residents to uninterrupted, skillful and efficient attention which cannot be questioned, and it is obligatory upon the employer and its employees that efficient operation of the employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the employer and its employees.

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the Union.

THEREFORE the parties mutually agree as follows:

## **ARTICLE 1 – RESPECTFUL WORKPLACE**

### **1.01 No Discrimination or Harassment**

- a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia;
- b) The Employer and the Union recognize the right of employees to work in an environment free from discrimination or harassment, including sexual harassment;
- c) The employer and the Union agree that there shall be no discrimination practiced with respect to any employee for reason of membership or activity in the union.

### **1.02 Complaints Investigation**

- a) The employee who complains of harassment under the provisions of the Human Rights Code may file a grievance or human rights complaint.
- b) The employer, the employees and the Union agree that where there is a complaint under 1.01 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- c) All persons involved with 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.

### **1.03 Respectful Conduct in the Workplace**

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

A respectful workplace is characterized by:

- a) Polite behavior – defined as courteous and considerate behavior toward others.
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behavior;
- d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, or visitor contact, provided the acts are committed within the course of the employment relationship.
- e) Dispute Resolutions Processes – differences will be managed through dispute resolution processes, including, but not limited to Articles 7, 8 and 9 of this agreement.
- f) Support – Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

### **1.04 Workplace Bullying**

Bullying for the purpose of this Article is any repeated or systematic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's

rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

### **1.05 Inclusion**

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

### **1.06 Support**

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

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

## **ARTICLE 2 – EXCLUSIVE BARGAINING AGENT**

### **2.01 Sole Bargaining Agency**

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

### **2.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third biweekly pay period after their

initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee: Article 7 – Grievance Procedure

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

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

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

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

## Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018

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

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

Twice every calendar year, in January and July, the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, including their status, their job titles, home addresses and their telephone numbers and personal emails known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel.

### **2.04 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment. The employer shall notify the Union of newly hired employees within seven (7) days of hire and the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

### **2.05 Shop Stewards**

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

- 1) Shop Stewards may be appointed by the Union to a maximum of eight (8) Shop Stewards. The Union shall make every effort to maintain a minimum of three (3) shop stewards.
- 2) The Employer is to be kept advised of all Shop Steward appointments.
- 3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- 4) Union business may only be transacted on the Employer's

property during business hours and with the prior approval of the Employer. Approval shall not be unreasonably denied.

### **2.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward badges, provided the content is legal and respectful to maintaining a healthy and productive workplace. Employees are required to wear their name tags at all times while in Employer facilities. The Employer shall provide all new employees with a name tag. If a name tag is lost the replacement costs of five dollars (\$5.00) will be borne by the employee.

### **2.07 Bulletin Boards**

The Employer shall provide a bulletin board in a conspicuous, mutually agreed to location for the sole use of the Union to provide information to union members in a respectful and legal manner for a healthy and productive workplace. Union notices are only to be posted on the bulletin board and nowhere else on the property (building and grounds).

### **2.08 Notice of Union Representative Visits**

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

## **ARTICLE 3 – DEFINITIONS**

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

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

**3.02 Common Law Spouse**

A spouse by marriage or under any other formal union recognized by law, or a partner (same sex or opposite sex) represented as a spouse for at least the last twenty-four (24) months or as otherwise defined by the benefits carrier. An employee may not have as a spouse more than one person at a time.

**3.03 Bargaining Unit**

Is the unit for collective bargaining described in the certificate issued by the Labour Relations Board on January 29, 2016 for employees employed by Well Being Services (Selkirk) Ltd. 385 Waterfront Crescent, Victoria, B.C. for whom the Hospital Employees' Union is the bargaining agent, or as otherwise agreed to by both parties.

**3.04 Union**

Is defined as the Secretary-Business Manager of the Hospital Employees' Union or designated Servicing Representative.

**3.05 Basic rate of Pay**

Means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix A.

**3.06 Continuous Service**

Means uninterrupted employment with the Employer.

**3.07 Day, Week, Month, Year**

Means a calendar day, week, month, and year unless otherwise specified in this Agreement.

**3.08 Employer**

Well Being Services (Selkirk) Ltd.

**3.09 Rest Period**

Means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

**3.10 Probationary Employee**

An employee who is hired and who has not yet successfully completed his/her probationary period as per Article 11.01.

**3.11 Casual Employee**

An employee who is not regularly scheduled to work but is employed to relieve vacancies or to perform emergency or non-reoccurring or irregular short term relief work as required by the Employer.

**3.12 Full-time Employee**

An employee regularly scheduled to work an average of thirty-five (35) to thirty-seven point five (37.5) hours per week on a continuing basis.

**3.13 Part-Time Employee**

An employee who is regularly scheduled to work less than an average of thirty-five (35) hours per week on a continuing basis.

**3.14 Emergency**

Means fire, flood, epidemic, civil unrest or insurrection, act of war or any other force majeure.

**ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes the right of the Employer to operate and manage its business in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the

exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

## **ARTICLE 5 – LEGAL PICKET LINE**

### **5.01 Strikes or Lockouts**

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

### **5.02 Legal Picket Lines.**

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

## **ARTICLE 6 – LABOUR - MANAGEMENT COMMITTEE**

**6.01** The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

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

- 1) Reviewing matters, other than grievances, related to the maintenance of good relations between the parties;
- 2) Correcting conditions causing misunderstandings;
- 3) Dealing with matters referred to in this Agreement.

**6.02** The Labour - Management Committee shall consist of:

- i) up to four (4) representatives of the Union which may include the Secretary/Business Manager of the Union or designate;
- ii) up to four (4) representatives of the Employer.

The parties will alternate at each meeting the responsibility of chairing the meeting. The Employer shall be responsible for drafting an agenda. Every effort will be made to have the agenda circulated one week in advance of the meeting. The Employer shall take and distribute minutes of meetings. The minutes shall be considered accepted, unless the Union responds with changes within fourteen (14) days of receiving the draft minutes.

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 at the meeting.

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

**6.03** The committee shall normally meet every third month; however either party may call a meeting of the 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.

**6.04** Time spent by members of the Union Committee in attendance at Labour Management meetings shall be considered work time for the purposes of pay and benefits.

Union Committee members shall have their positions backfilled while attending meetings, subject to operational requirements.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**7.01** For the purpose of this Agreement, a grievance is defined as:

- a) A difference arising between the parties related to the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.
- b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written warnings, suspensions and dismissals.

### **7.02 Right to have a Shop Steward Present**

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward.

The parties recognize that meetings to address operational matters and workplace expectations and to manage performance are not disciplinary in nature.

### **7.03 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. The employer shall offer a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

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

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

### **7.05 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 7.10 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

**7.06** The Employer shall supply the necessary facilities for the grievance meetings, except that where a meeting offsite is necessary, the parties will share the cost.

### **7.07 Time Limits**

If the Union or Employer do not present or pursue a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

### **7.08 Discipline - General**

- a) An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- b) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of twenty four (24) months from the date it was issued provided there has not been a further infraction. The twenty four (24) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.
- c) The employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **7.09 Personnel File**

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file. The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this agreement.

### **7.10 Grievance Procedure**

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

**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 seven (7) calendar days of the Step one meeting or seven (7) calendar days after the supervisor's 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 filing the grievance. 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 this 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.

### **7.11 Grievance Investigation**

A Shop Steward or a Union Committee Member shall obtain permission of his/her immediate supervisor who is outside the bargaining unit prior to leaving their work duties to undertake the following Union responsibilities. Such permission will not be unreasonably withheld subject to operational requirements and at the discretion of management. This time shall be without loss of pay or benefits.

- a) Assisting any employee whom the Shop Steward represents in investigating and presenting a grievance in accordance with this agreement.
- b) Attending meetings called by Management.

## **ARTICLE 8 – EXPEDITED ARBITRATIONS**

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

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

**8.01** As the process is intended to be non-legal, lawyers will not be used to represent either party.

**8.02** All presentations are to be short and concise and are to include a comprehensive opening statement.

**8.03** All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

**8.04** The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.

**8.05** Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

**8.06** All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

**8.07** The parties shall equally share the cost of the fees and expenses of the Arbitrator.

**8.08** In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the referral to expedited arbitration, the matter shall be referred to a mutually agreed on arbitrator from the list below:

Ken Saunders  
Elaine Doyle

Judi Korbin  
Chris Sullivan

Colin Taylor

**8.09** The expedited Arbitrator shall have the same powers and authority as an arbitration board.

**8.10** Neither party will appeal the decision of the Arbitrator.

**ARTICLE 9 – ARBITRATION**

**9.01** 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.

**9.02** 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:

Chris Sullivan  
Elaine Doyle

Judi Korbin  
Ken Saunders

Colin Taylor

**9.03** 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.

**9.04** The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.

**9.05** The decision of the arbitrator shall be final and binding on both parties.

**ARTICLE 10 – DEFINITION OF EMPLOYEE STATUS**

**10.01 Regular Full-Time Employees**

A regular full-time employee is an employee regularly scheduled to work an average of thirty-five (35) to thirty-seven point five (37.5) hours per week on a continuing basis, or such period as mutually

agreed. Regular full-time employees accumulate seniority on an hourly basis for all paid hours (excluding overtime) and are entitled to all benefits outlined in this Collective Agreement. Regular employees scheduled seven and one half (7.5) hours per day with a four (4) on two (2) off rotation, shall be considered regular full-time employees.

### **10.02 Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis for all paid hours (excluding overtime) and are entitled to all benefits outlined in this Collective Agreement, subject to any limitations or regulations by the benefit providers.

### **10.03 Casual Employees**

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

### **10.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified, such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored

to which that employee would have been entitled if the employee had been properly classified.

## **ARTICLE 11 – PROBATIONARY PERIOD**

**11.01** Employees shall be considered probationary for the first four hundred and eighty eight (488) hours worked.

During the probationary period, an employee may be terminated for unsuitability. The employee may grieve the decision.

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

## **ARTICLE 12 – SENIORITY**

**12.01** Seniority for all full time, part time and casual employees will accrue for all paid hours (excluding overtime) since the most recent date of hire.

### **12.02 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 continuous service and shall not affect an employee's seniority rights.

### **12.03 Seniority Lists**

Seniority lists shall be posted every three (3) months. Such seniority lists shall be subject to correction for error on proper representation by the Union which must be within thirty (30) days of the posting. Upon request, the Employer agrees to make available to the Union the seniority hours of any employees covered by this agreement.

**12.04** The Employer shall supply the Union with a seniority list in an acceptable electronic format, by department in January, April, July and October (the adjustment dates) of each year, showing employees' names alphabetically, and their accumulated seniority hours. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular daytime hours.

## **ARTICLE 13 – JOB POSTINGS & APPLICATIONS**

**13.01** 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. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

**13.02** 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 thirty (30) days or more. In any event, a temporary position must be posted when it exceeds seventy (70) calendar days.

**13.03** The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed seventy (70) days or while the posting process is underway and until the final selection is made.

**13.04** The Employer reserves the right to determine if a vacancy exists.

**13.05** All postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

### **13.06 Selection**

a) 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 or new job was posted.

- b) Upon request, unsuccessful applicants will be provided with an opportunity for meaningful discussion related to the results of their application.
- c) In the event the Employer determines there are no qualified internal applicants for a posted vacancy, the Employer may proceed to select an external applicant.

### **13.07 Application of Seniority**

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

### **13.08 Temporary Promotion or Transfer**

Where operational requirements make it necessary, the Employer may make temporary appointments from within the bargaining unit.

Temporary vacancies greater than seventy (70) calendar days will be posted.

The successful employee will return to his/her former position upon completion of the assignment. As much notice as possible will be given to the incumbent in a temporary position prior to the end of the temporary position.

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 or the employee requests to return to their original position.

Employees who post into a temporary vacancy in their same classification are expected to complete the term of the posted

temporary vacancy. An employee working in a posted temporary vacancy may apply and be granted a subsequent posted temporary vacancy without completing the current vacancy, once per calendar year. This restriction shall not apply in circumstances where a new posted temporary vacancy provides additional hours and/or eligibility for benefits.

**13.09** The Employer shall, where operational requirements allow, (meeting third party accountabilities) 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.

### **13.10 Qualifying Period**

- a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. However the Employer may extend the qualifying period, if required, in order to provide proper evaluation in extenuating circumstances.
  
- b) In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job

and pay rate without loss of seniority and accrued benefits.

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

- c) If the Employer or Employee exercises their right in (b) above the Employer may consider original applications or repost the position, as it deems appropriate.

### **13.11 Float Positions**

The Parties agree it may be operationally more efficient and cost effective to utilize regular status float positions for relief work as set out in the Casual Employees Addendum.

- (a) The employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 13.01.
- (b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- (c) The rate of pay shall be according to the job classification the Float position is covering.
- (d) An employee accepting a float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.
- (e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) shall be exempt from Article 18.01 (a), (b), (c), (f), and (g) – Scheduling Provisions. In

addition, they shall not be entitled to access work under Article 45 – Casual and Part-time Call In and Entitlements, at times when they are otherwise regularly scheduled to work.

## **ARTICLE 14 – JOB DESCRIPTIONS**

**14.01** 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, or any revised job description, shall be provided in writing or electronically to the Shop Steward and Secretary Business Manager of the Union or their designate, inclusive of the wage rate. Within sixty (60) calendar days of receipt of the new or revised job description and wage rate, the Union shall notify the Employer in writing that it accepts or objects to the proposed wage rate. Where the Union objects it shall give written reasons for the objection. Where the Union does not object within the sixty (60) calendar days, the wage rate shall be considered to be established.

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

- 14.02** 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 14.02 (a) or (b) either by the parties or an Arbitrator shall be retroactive to the date the complaint was filed.

## **ARTICLE 15 – TECHNOLOGICAL CHANGE**

### **15.01 Preamble**

This Article shall not interfere with the right of the employer to make such changes in methods of operation as are consistent with applicable technological changes.

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.

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

**15.03** The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in the Labour Code of B.C.

The Employer and the union shall meet within fourteen (14) days of the date of the notice and shall make every reasonable effort to reach an agreement.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

## **ARTICLE 16 – ADJUSTMENT PLAN**

Where the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, notice will be given in accordance with Section 54 of the Labour Relations Code.

## **ARTICLE 17 – LAYOFF AND RECALL**

**17.01** A layoff shall be defined as a reduction or increase in hours of work greater than four (4) hours per week from the employee's posted position, or that results in a change in the employee's status. A layoff shall trigger bumping rights as per Article 17.04.

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

- a) One (1) week notice after three (3) continuous months of employment.
- b) Two (2) weeks' notice after twelve (12) continuous months of employment, plus one additional week for each year of employment, to a maximum of eight (8) weeks' notice.

**17.03** In the event of a layoff, regular full-time and part-time employees shall be laid-off by job classification in reverse order of seniority within a Department, provided there are available employees with greater seniority who have the qualifications and ability and are willing to do the work of the employees laid-off.

The Parties recognize the value of a discussion, or a meeting prior to laying off employees in the Bargaining Unit. Where the Employer intends to introduce a measure which may result in a reduction of

the workforce, the Parties shall meet at least twenty one (21) days prior to the measure being implemented. The purpose is to discuss the relevant factors related to the layoff.

#### **17.04 Bumping**

A laid-off employee may bump a less senior employee at the worksite, provided the laid-off employee has more seniority, is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee effect a promotion through a bump.

A transfer under this section shall not be deemed to effect a promotion, unless it results in an increase in the pay rate of the transferring employee in excess of five (5%) percent of his/her existing pay grid.

A laid-off employee who bumps a less senior employee shall be paid at the hourly rate of the classification they are bumping into, at a rate corresponding to their previous placement on the wage grid. Concurrent with notice of layoff, the Employer will provide affected employees a list of positions available for bumping, including vacant positions. Laid-off employees must make bumping choices within twenty-one (21) days from the receipt of the notice.

**17.05** Notice of lay-off shall not apply where the Employer can establish that the lay-off results from a force majeure, fire or flood.

**17.06** Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability & qualifications to perform the duties of the vacant job following a normal orientation period, 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 reemployment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

**17.07** Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, a copy of such notice shall be sent to the Chief Shop Steward of the Local.

## **ARTICLE 18 – SCHEDULING PROVISIONS**

**18.01** a) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.

If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 20. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place. The Employer may change an employee's start and stop times with less than fourteen (14) days' notice in cases of emergency or circumstances beyond the Employer's control, so long as the employee agrees to the change.

- b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 20.
- d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of

paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

- e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- 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 20. Notice of the change shall be confirmed in writing as soon as possible.
- g) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- h) No split shifts shall be part of any rotation schedule. In extreme circumstances split shifts may be offered, shall be voluntary (with the approval of the employee) and shall be offered in order of seniority.

## **ARTICLE 19 – HOURS OF WORK**

### **19.01 Continuous Operation**

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

### **19.02 Hours of Work**

- a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be an average between 35 and 37.5 hours per week, 7.5 hours per day or an

equivalent mutually agreed to by the parties.

- b) Employees who are required by the employer to be on-call during a meal period or who are required by the employer to remain in the facility shall have their meal period included within their scheduled shift or as otherwise mutually agreed to by both parties.
- c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 20.

### **19.03 Meal Periods**

- a) An unpaid meal period of one-half (1/2) hour to forty five (45) minutes shall be provided by the employer unless otherwise mutually agreed. Meal periods of forty five (45) minutes shall only be implemented where there is no loss of overall hours. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without a meal period or as otherwise mutually agreed upon.
- b) If the employee is authorized to work during the meal period, the meal period shall be paid at straight time rates.
- c) Employees who are scheduled to be on call during a meal period shall be paid for a full shift, with the meal period being included within such shift.

### **19.04 Rest Periods**

Employees working a full shift shall receive two (2) rest periods of fifteen (15) minutes each, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period of fifteen (15) minutes or as otherwise mutually agreed upon.

## **ARTICLE 20 – OVERTIME**

**20.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 19.02 or who are requested to work on their scheduled day off shall be paid:

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

The rate of time and one-half of their basic hourly rate of pay for the first four (4) hours in excess of seven and one half (7.5) hours per day, and double time thereafter.

Overtime shall be paid at a minimum rate of time and one half for any hours worked on a scheduled day off.

**20.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

**20.03** 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.

**20.04** Employees who work three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or meal allowance of \$8.00 when food is not available. One-half (1/2) hour with pay shall be allowed in order that they may take a meal break either at or adjacent to their place of work.

- i) This clause shall not apply to part-time employees until the requirements of Article 20.06 have been met.
- ii) In the case of an employee called out on overtime to work on a scheduled day off, this clause will apply only to hours worked outside their regular shift times for a normal work day.

**20.05** Opportunities for overtime work shall be offered to employees within the classification by seniority; subject to operational requirements.

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases where no other employee with the ability to perform the work is available. Where no other employees are available and the Employer requires/directs an employee to work the over-time, the employee shall be paid at the

rate of double (2x) time for those over-time hours. When an employee does not agree that no other employees were available the employee shall work such overtime under protest and may file a grievance.

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

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

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

## **ARTICLE 21 – CALL BACK**

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

## **21.02 On Call**

RN's required to be on call shall be paid an on call premium of ten dollars (\$10.00) per hour.

## **ARTICLE 22 – CALL- IN STATUTORY REQUIREMENT**

**22.01** Any employee, except those covered by Article 21.01, reporting for work shall be paid the appropriate rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours pay at their regular rate if they commence work.

## **ARTICLE 23 – PREMIUM PAY**

### **23.01 Shift Premiums**

- Night Shift: \$ 1.75
- Evening Shift: \$ 0.95
- Weekend Shift: \$ 1.00 (RN's only)
- Evening shift is any shift in which the major portion occurs between 3:00 PM and 11:00 PM.
- Night shift is any shift in which the major portion occurs between 11:00 PM and 7:00 AM.
- The weekend premium is paid for each hour worked between:
- 11:00 PM Friday and 11:00 PM Sunday except for those beginning work at midnight who are paid the premium for each hour worked between midnight Friday and midnight Sunday.

### **23.02 Daylight Savings Time**

With changes in daylight savings time where the shift consists of an additional one hour, that hour shall be paid at straight time rates. There will be applicable night shift differential pay.

### **23.03 LPN In-Charge Premium**

- a) When the Employer requires an LPN to be In-Charge, a premium of \$1.10 per hour shall be paid.
- b) In-charge LPNs shall be appointed in an equitable manner from

those LPN's who have shown interest.

- c) The in-charge premium shall be in addition to any shift premium but not to be included in the calculation of overtime or any benefit coverage or costs.

## **ARTICLE 24 – TRANSPORTATION ALLOWANCE**

**24.01** An employee will not be required to use his/her motor vehicle to conduct business of the employer, however in cases where an employee agrees to use a personal vehicle; an allowance of \$ .42/km will be paid.

## **ARTICLE 25 – RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

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

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

## **ARTICLE 26 – STATUTORY HOLIDAYS**

### **26.01 Statutory Holidays**

Employees will be entitled to the following ten (10) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

Full-time employees working 5 on; 2 off rotations shall be paid an average day's pay on the statutory holiday. To qualify, employees must have worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday.

Other regular full-time and part-time employees shall receive four percent (4%) of their straight time pay in lieu of statutory holidays.

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

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

**26.02** Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) in addition to any statutory holiday pay owing. Regular employees and casual employees in a temporary posting, who are required to work on Christmas Day shall be paid double (2x) time.

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

**26.04** All employees scheduled to work on any of the statutory holidays as listed in Article 26.01 shall not have their normal hours of work reduced.

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

**26.06** Casual employees shall receive four percent (4%) of their straight time pay in lieu of the ten (10) statutory holidays.

Casual employees who are required to work on a statutory holiday shall be paid at the rate of time and one half. Casual employees in a temporary posting, who work on Christmas Day shall be paid double time (2x).

**ARTICLE 27 – ANNUAL VACATIONS**

**27.01** The vacation earning/accrual year shall be from the first pay period in July to the last pay period in June each year, and the vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>. (Effective July 1, 2016)

All employees shall be credited for and granted vacations earned

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

up to the last pay period in June each year, on the following basis:

- (a) New Employees who have been continuously employed at least six (6) months prior to the first pay period in July shall receive vacation time based on total completed calendar months employed to the last pay period in June.

New Employees who have not been employed six (6) months prior to the first pay period in July shall receive a partial vacation after six (6) months' service based on the total completed calendar months employed to the last pay period in June.

- (b) Employees with one (1) or more years of continuous service with the Employer shall have earned the following vacation time with pay: (Effective Jan. 1, 2017)

- i. 1 year to 2 years continuous service - 10 paid days vacation (regular employees shall be entitled to a vacation period of 10 working days, equivalent to 4% of accrual year's hours, excluding overtime)
- ii. 3 years to 7 years continuous service - 15 paid days vacation (regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of accrual year's hours, excluding overtime)
- iii. After 7 years continuous service a regular employee shall receive an additional day (0.4%) of paid vacation per year, up to a maximum of 18 working days vacation, (equivalent to 7.2% of accrual year's hours, excluding overtime)

- c) Casual employees shall receive four percent (4%) of straight time pay on each pay cheque in lieu of scheduled vacations.

Note: No regular employee, as at Jan. 1, 2017, receiving a superior vacation entitlement to the above shall have those entitlements reduced.

**27.02** Vacation leave for part-time employees will be based on service, not hours worked.

### **27.03 Vacation Carryover**

All earned vacation is to be booked and taken each year, except that five days vacation may be carried over from one vacation year to the next.

### **27.04 Scheduling of Vacation**

Subject to operational requirements, seniority will be a factor in determining vacation requests. Where an employee chooses to split his/her annual vacation, seniority shall prevail in the choice of the second vacation period, but only after all other “first” vacation periods have been posted.

Employees shall submit their vacation requests for the months of January, February and March by November 15<sup>th</sup> of the previous year. All vacation requests made by November 15<sup>th</sup> will be returned to employees by December 15<sup>th</sup>.

Requests received after November 15<sup>th</sup> (for the months of January to March) will be approved on the first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

Employees shall submit their vacation requests for the months of April to December by February 1<sup>st</sup> of each year. All vacation requests made by February 1<sup>st</sup> will be returned to employees by March 1<sup>st</sup>.

Requests received after February 1<sup>st</sup> (for the months of April to December) will be approved on a first come, first serve basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the request.

### **27.05 Vacation Pay**

Vacation Pay shall be paid in accordance with Article 37, Pay Days.

**27.06 Vacation Entitlement upon Dismissal**

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

**27.07 Reinstatement of Vacation Days – Sick Leave**

In the event an employee is on approved sick leave or injured prior to the commencement of their vacation, such employee shall be granted sick leave subject to proof of illness or injury 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.

**27.08** 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 their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

**ARTICLE 28 – BEREAVEMENT LEAVE**

**28.01** Bereavement leave of three (3) days with pay shall be granted to regular employees in the event of a death of the following family members: mother, father, spouse, child, sister, brother, grandparent, grandchild, mother-in-Law, father-in-law, step child, step parent or another relative living in the same residence as the employee.

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

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

Paid leave of up to two (2) days, in addition to bereavement leave referred to above, may be taken for travel associated with bereavement leave.

## **ARTICLE 29 – FAMILY RESPONSIBILITY LEAVE**

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

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

## **ARTICLE 30 – SICK LEAVE, WCB, RETURN TO WORK**

**30.01** 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*.

**30.02** On January 1 each year a regular employee shall be credited with seven (7) days of paid sick leave for the current year. For a full time employee working 37.5 hours per week this credit shall be 52.5 hours sick leave. For a full time employee working a 4 on; 2 off; 7.5 hour shift rotation, this credit shall be 49 hours sick leave.

Sick leave credits for part time employees on January 1 shall be prorated, initially based on their FTE (full time equivalent) as of January 1 of the year. Then on September 1 of the year, part time employees' sick leave credits shall be adjusted to reflect prorating based upon actual paid hours in the year.

At Dec. 31, fifty percent (50%) of an employee's unused sick leave hours (from the 7 days the previous January) shall be accumulated into the employee's sick leave bank for future use. The amount of unused sick leave hours accumulated into a part time employee's

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

sick leave bank for future use shall be based on the adjusted credits as per the above.

Where an employee becomes eligible for sick leave benefits after May 1<sup>st</sup> in a year, the employee shall only be entitled to 5 days sick leave for that year, and where an employee becomes eligible after September 1<sup>st</sup> in a year, 3 days sick leave for that year. These days shall be prorated based on the FTE of the employee.

Employees' sick leave banked hours (as of Dec. 31, 2013) shall be maintained in a separate bank. Employees shall access these sick bank hours before accessing the seven days as noted above until the hours are reduced to zero.

**30.03** 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. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

**30.04** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

**30.05** Leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act* for employees eligible for WCB coverage.

**30.06** 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.

**30.07** Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of up to twelve (12) months, and subject to review by the Employer.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

**30.08** The Employer shall inform all employees at every pay period of the number of sick days accumulated.

### **30.09 Workers Compensation Benefits**

#### **a) Benefits While on Compensation**

Employees who are absent from work as a result of a compensable injury sustained while working at Selkirk Place and in receipt of WCB wage-loss replacement benefits shall receive Health and

Welfare benefits as if they were at work, provided they remain an employee of Selkirk Place.

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

Employees who are absent from work due to Worker's Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis or as reasonably required by the Employer, regarding the status of their condition and/or the anticipated date of return to work.

**c)** 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.

**30.10 Return to Work Programs**

- a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- b) The employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.

Prior to entry into a return to work program, the Employer, the employee and the designated Union Representative may discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and the Union.

- 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.

- d) Employee participation in an established return to work program must include the consent of the employee's physician.

**ARTICLE 31 – JURY DUTY**

**31.01** Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, not being himself/herself a party to the proceeding, on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work to a maximum of five (5) working days. The employee will be required to furnish proof of performing such service and such duty pay

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

## **ARTICLE 32 – EDUCATION LEAVE**

### **32.01 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including but not limited to tuition fees and course required books, incurred in taking the course and/or examination, shall be paid by the Employer.

### **32.02 In-Service Education**

The parties recognize the value of in-service education both to the employee and the Employer and shall encourage employees to participate in in-service education. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **32.03 Staff Development Leave**

After three (3) years of employment, a regular employee may request, in writing, an extended unpaid leave of absence to take educational courses relating to the positions/classifications in the wage schedule, giving the longest possible advance notice. The duration of leaves of absence for furthering education, shall not exceed two calendar years.

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

Regular employees requesting to pick up relief shifts while off on an unpaid educational leave shall be offered relief shifts as per Article 45, and shall have to provide their availability as per Article 45, section 18.

**ARTICLE 33 – UNPAID LEAVE**

**33.01 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 fourteen (14) days' notice period may be waived by the employer where the Leave of Absence is deemed to be an emergency. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

**33.02 Unpaid Leave Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling 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 pay rate.

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 or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Upon return to work after the unpaid leave, the employee shall recommence the accumulation of seniority and benefits and receive credit for any benefits or seniority earned prior to the commencement of the unpaid leave.

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) working days, subject to the limitations of the benefit plan and the carrier's contract with the Employer. Said coverage will be at the employee's expense.

Employees must pay the Employer for benefit premiums for all benefits they have chosen to continue no later than the first of each month. Payment of benefit premiums shall be prorated for partial months.

**33.03 Unpaid Leave - Union Business**

- a) Short term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the operation 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 fourteen (14) days' notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than 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) 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. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.
- e) 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 without pay to attend the regular

meetings of such Executive.

- f) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **33.04 Unpaid Leave – Public Office**

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

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

## **ARTICLE 34 – MATERNITY, PARENTAL, AND ADOPTION LEAVE**

### **34.01 Maternity Leave**

- a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before the date of birth and subsequent to the date of birth shall be at the option of the employee.
- b) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.
- c) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- d) 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 birth.
- e) Upon return to work, the employee shall continue in her former

position, if it still exists, without loss of any entitlements.

### **34.02 Parental Leave**

- a) Upon written request, an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay, or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 36.03, Adoption Leave. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave.
- c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- d) Leave taken under this clause shall commence:
  - 1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 34.01, Maternity Leave, or following the adoption;
  - 2) In the case of the other parent, following the birth of the child and conclude within the fifty-two (52) week period after the birth date of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3, Definitions.

**34.03** Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. Health and Welfare Benefits coverage shall continue at the employer's expense.

### **34.04 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 shall determine the apportionment of the adoption leave.

## **ARTICLE 35 – HEALTH CARE PLANS**

### **35.01 BC Medical Services Plan**

- a) The Employer shall pay 100% of the BC Medical Services Plan premiums for all eligible employees except those who are otherwise covered.

### **35.02 Extended Health and Dental Benefits**

- a) The Dental benefits currently in effect shall continue for the term of the collective agreement.
- b) The Employer shall pay 100% of the premium costs for these benefits.
- c) A prescription pay direct drug card will be provided to cover the appropriate percentage of all eligible expenses for prescriptions purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to the tiered formulary found in "My Drug Plan" with Sunlife Financial, which reimburses 80% for drugs in tier 1, 50% for drugs in tier 2 and 20% for drugs in tier 3. The plan shall have a twenty-five dollar (\$25.00) deductible.
- d) Regular employees as at October 27, 2016 will be encouraged to switch to a tier one drug (prescription) where appropriate, but where the employee for whatever reason does not, the current prescriptions of those regular employees shall be grandfathered indefinitely, provided they submit the special authority documentation. Changes in Article 35.01 (c) above shall be effective March 1, 2017)

### **35.03 Long Term Disability Insurance Plan**

- a) The Long Term Disability Insurance Plan Benefits currently in effect shall continue for the term of the collective agreement.
- b) The employee shall pay 100% of the premium costs for these benefits.

**35.04 Group Life Insurance & Accidental Death and Dismemberment**

- a) Accidental Death and Dismemberment and Life Insurance Benefits currently in effect shall continue for the term of the Collective Agreement.
- b) The Employer shall pay 100% of the premium costs for these benefits.

**35.05** Employees should refer to the benefits booklet for all details of these plans. The plan will be administered and governed by the benefit carrier. Any disagreement with respect to coverage, entitlement, etc. shall be between the employee and the carrier.

**35.06 Eligibility**

Coverage for a regular employee under these Plans shall commence on the first day of the month following the month in which the employee successfully completes his/her probation period or his/her qualifying period, not to exceed three (3) months.

Coverage under the provisions of these plans shall apply to regular full-time and regular part-time employees. Their spouses and dependent children shall be eligible for coverage under Extended Health, Dental and BC Medical Services Plans.

**ARTICLE 36 – PAY DAYS**

**36.01** Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

**ARTICLE 37 – PERSONAL AND EMPLOYER PROPERTY**

**37.01 Return of 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.

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

## **ARTICLE 38 – VACCINATION AND INOCULATION**

**38.01** 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.

Where an employee is required by the Employer to take a medical examination it will be at the Employer's expense and on the Employer's time. Where an employee is required by the Employer to have medical vaccination, inoculation or other immunization, it shall be at Selkirk Place, on the Employer's time and at the Employer's expense.

Where the Employer requires certain vaccination, inoculation and other immunization, and where the employee can show proof of receiving the required vaccination, inoculation and other immunization, the employee will be exempt from this requirement at Selkirk.

## **ARTICLE 39 – PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES AND REGISTERED NURSES**

### **39.01 Employee Concerns**

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

- a) Care conditions
- b) Safety of residents and staff
- c) Workload

### **39.02 Discussion with Director of Resident Services**

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At his/her request, the employee may be accompanied by a steward.

### **39.03 Unusual Occurrence Report Form**

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

### **39.04 Labour and Management Committee Meeting**

The Labour and Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Unusual Occurrence Report Form.

## **ARTICLE 40 – OCCUPATIONAL HEALTH AND SAFETY**

### **40.01 Occupational Health and Safety Committee**

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

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with three (3) representatives from each party and with each party appointing its own representatives.
- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages

while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the *WCB Industrial Health and Safety Regulations*. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

- c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relations 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.
- d) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.

**e) Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behaviour, 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 behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff is present when dealing with such a resident. It is understood that this provision is at no cost to the Employer.

**f) Workload Concerns**

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall recommend solutions to the Employer.

Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the workload problem identified by the committee.

**40.02 Training and Orientation**

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

**40.03 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*.

**40.04 Employees' Right-To-Know**

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

**40.05 Protective Clothing and Equipment**

- a) The Employer shall provide personal protective equipment for the work the employee is required to perform.
- b) Staff shall be provided with gloves. All such clothing, tools, and

equipment shall be maintained and replaced at the Employer's expense.

- c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

#### **40.06 Employee Workload**

Where the absence of one or more employees may create an unsafe increase in the workload for other employees, the Employer will make every reasonable effort to resolve the matter by:

1. Utilizing casual employees in accordance with the Collective Agreement.
2. Discussing the situation with affected employees and providing direction on priority duties to be performed. Where appropriate, the priorities shall be confirmed in writing.
3. Re-assigning work

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

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved the employee may seek remedy by referring the safety related workload concern(s) to the Occupational Health and Safety Committee for investigation and recommendations.

**40.07** In order to facilitate health and safety, employees have a duty to inform the Employer if working at other health care facilities.

## **ARTICLE 41 – VARIATIONS**

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

## **ARTICLE 42 – PRINTING**

**42.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

## **ARTICLE 43 – EFFECTIVE AND TERMINATING DATES**

### **43.01 Effective and Terminating Dates**

The Agreement shall be effective date of ratification and shall remain in force and be binding upon the parties until September 30, 2018 and thereafter until a new collective agreement has been reached, or either party brings the Collective Agreement to an end as per Section 45 of the B.C. Labour Code.

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

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

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

**43.04** This agreement may be opened for Collective Bargaining by either Party serving written notice to the other during the month of May, 2018.

Where no notice is given by either Party prior to May 31, 2018, both Parties shall be deemed to have been given notice under this article on May 31, 2018.

## **ARTICLE 44 – VOLUNTEERS**

### **44.01 Volunteer Work**

It is agreed that volunteers and students have a role in caring for seniors and are an important link to the community being served.

It is further agreed that volunteers and students will be supernumerary to established positions in the bargaining unit and that the use of volunteers and students will not result in the layoff of employees in the bargaining unit.

## **ARTICLE 45 – CASUAL AND PART-TIME CALL IN AND ENTITLEMENTS**

- 1) The Employer may call in casual or part time 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) Part time employees may register for casual work based on their seniority, provided they are capable of performing the work and there are no overtime costs.

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

Where the regular schedule of a part-time employee conflicts with the block of casual work the employee shall be deemed unable to work, except where the assignment is five (5)

Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018

working days or more, the employee shall be relieved of his/her regular schedule at the option of the employee.

In the filling of blocks of work, the following criteria shall apply:

- The block of work must be the same as current rotation
- Must be an increase in hours of their current rotation or in a different classification
- Must accept the entire block (vacancy) offered
- Employee must be registered for casual relief and/or relief blocks in the classification
- Employee may only access this right twice per calendar year

The vacancy created by the part-time employee moving into a block of work as per the above, shall be filled from the casual list.

- 3) All hours worked by part time employees accumulate for the purposes of sick leave and benefits.
- 4) The probationary period for casual employees shall be four hundred and eighty eight (488) hours worked.
- 5) Employees called in as casuals will be called in to work in order of seniority provided they are qualified to perform 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.
- 7) Seniority List – A master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The 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.

- 8) 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/classification registries.
- 9) Call in procedure- Each call shall allow for a duration of five (5) rings. 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.
- 10) 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.
- 11) In the event an answering machine is reached, a message shall be left relaying the details of the shift(s) being offered.
- 12) The call-in process for casual shifts known three (3) weeks or more in advance is as follows:
  - the Employer shall call casuals in order of seniority,
  - Casuals shall be provided one hour to respond
  - the most senior employee who accepts the shift(s) within the one (1) hour period shall be awarded the shift(s)
- 13) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- 14) The parties agree that all terms of the collective agreement will

**Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018**

apply to casual employees, except where modified by specific provisions.

- 15) A casual employee, who accepts an assignment or block, shall have the same obligation to fulfil the assignment or block as a regular employee.
- 16) Casual employees shall receive four percent (4%) of straight time pay on each pay cheque in lieu of scheduled vacations.
- 17) Casual employees shall receive four percent (4%) of their straight time pay in lieu of the ten (10) statutory holidays.
- 18) Casual employees shall submit in writing, by the fifteenth (15<sup>th</sup>) of each month, their availability for the next month. The Employer is obliged to call a casual employee only for those days on which the employee is available. In the scheduling of blocks, the Employer shall first call employees who have indicated availability for those blocks.
- 19) Casual employees registered for casual work, shall notify the Employer of times of unavailability due to sickness, vacation or unpaid leave of absence during which time Clauses 18 and 20 of this Article shall not apply. Casual employees who have not provided their availability will be considered as unavailable.
- 20) Casual employees have the right of refusal of two (2) calls/contacts during a pay period. The Employer may send an employee a registered letter requesting employment status and clarification of the employee's availability if the casual employee has not accepted work for three (3) consecutive months. Should the employee not respond within 14 days they shall be deemed resigned. A response within the fourteen (14) days does not preclude the Employer from terminating the employee.

**ARTICLE 46 – PENSION PLAN**

Eligible employees shall be enrolled in the Municipal Pension Plan (MPP) according to the MPP rules.

Regular employees scheduled seven and one half (7.5) hours per day with a four (4) on two (2) off rotation, shall be considered regular part-time employees for the eligibility rules for enrollment in the MPP. This will not affect their full-time status (as per Article 19.02) for purposes related to pensionable service.

**ARTICLE 47 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

All employees shall be compensated as per the hourly rates set out in Appendix A, effective the first full pay period after the date of ratification.

**ARTICLE 48 – CONTRACTING OUT**

(See MOA #1)

**ARTICLE 49 – SAVINGS CLAUSE**

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

- a) The remaining provisions of 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 9 of the Collective Agreement.

**MEMORANDUM OF AGREEMENT (MOA) #1 – CONTRACTING OUT**

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit. This restriction expires as of September 29, 2018.

No later than one hundred twenty (120) days prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

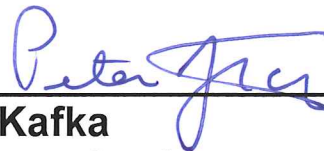
When the Employer intends to contract out, it shall provide the Union with information on the intended contracting out prior to commencing contracting out, and will discuss in good faith any alternatives raised by the Union.

**Signed on behalf of  
Union:**

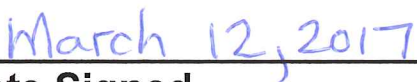
**Signed on behalf of the  
Employer:**



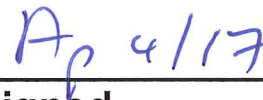
**Bob Wilson  
Bargaining Representative**



**Peter Kafka  
Employer Spokesperson**



**Date Signed**



**Date Signed**

**MEMORANDUM OF AGREEMENT (MOA) #2 – TRANSITION TO STANDARDIZE VACATION ACCRUAL YEAR**

Whereas the Parties have agreed to change the vacation accrual year from January to December to a July to June vacation accrual year, the following is intended to clarify the implementation of the change and mitigate any impact on, or misunderstanding of employees:

The parties agree that it is beneficial to change the vacation accrual period (effective July 2016), to a July through June accrual period.

Employees shall commence vacation accrual at the first pay period in July 2016 for the 2017 vacation year as per Article 27.01.

All regular employees shall be notified in writing, within 30 days of ratification, of the total vacation earned up to the last pay period in June 2016.

Employees with more than one year's entitlement shall be able to use this extra entitlement in the 2017 or 2018 vacation year.

Employees who were advanced vacation in 2012 and are still owing the Employer, may use this "extra" entitlement to fully or partially pay back the advancement.

**Signed on behalf of  
Union:**

Bob Wilson

**Bob Wilson  
Bargaining Representative**

March 12, 2017  
**Date Signed**

**Signed on behalf of the  
Employer:**

Peter Kafka

**Peter Kafka  
Employer Spokesperson**

Apr 4/17  
**Date Signed**

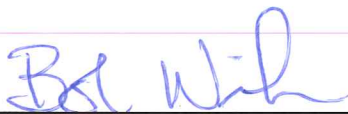
**MEMORANDUM OF AGREEMENT (MOA) #3 – Re: Electronic Casual Call Out**

The Parties agree to create a task force of up to three members from the Employer and three members from the Union to explore a process for the call out of casual relief shifts through an electronic process.

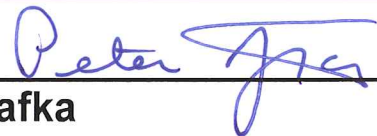
The implementation shall only take place by mutual agreement of the HEU staff representative and the Employer. The MOA may be cancelled with sixty (60) days written notice by either Party if the parties are unable to resolve any outstanding issues.

**Signed on behalf of  
Union:**

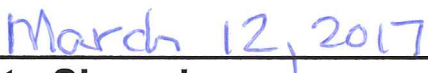
**Signed on behalf of the  
the Employer:**



\_\_\_\_\_  
**Bob Wilson  
Bargaining Representative**



\_\_\_\_\_  
**Peter Kafka  
Employer Spokesperson**



\_\_\_\_\_  
**Date Signed**



\_\_\_\_\_  
**Date Signed**

**APPENDIX A – WAGE SCHEDULE**

Classification	Steps	01-Dec-15 1.20% G.W.I.	27-Oct-16 1.80% G.W.I.	01-Oct-17 1.00% G.W.I.
Recreation Aide	start	19.19	19.53	19.73
	after 488 hours	19.78	20.14	20.34
	after 1950 hours	20.39	20.76	20.97
	after 3900 hours	21.03	21.41	21.62
Rehab Assistant	start	21.76	22.15	22.37
	after 488 hours	22.26	22.67	22.89
Registered Care Aide	start	19.19	19.53	19.73
	after 488 hours	19.78	20.14	20.34
	after 1950 hours	20.39	20.76	20.97
	after 3900 hours	21.03	21.41	21.62
Cook	start	18.61	18.95	19.14
	after 488 hours	19.19	19.53	19.73
	after 1950 hours	19.78	20.14	20.34
	after 3900 hours	20.40	20.77	20.98
Scheduler	start	17.49	17.80	17.98
	after 488 hours	18.03	18.36	18.54
	after 1950 hours	18.59	18.93	19.11
	after 3900 hours	19.17	19.51	19.71
Licensed Practical Nurse (LPN)	start	22.77	24.25	24.49
	after 488 hours	23.52	24.96	25.21
	after 1950 hours	24.25	25.70	25.96
	after 3900 hours	25.00	26.47	26.74
Laundry Worker	start	16.67	16.97	17.14
	after 488 hours	17.18	17.49	17.67
	after 1950 hours	17.72	18.04	18.22
Housekeeper	start	16.05	16.34	16.50
	after 488 hours	16.55	16.84	17.01
	after 1950 hours	17.06	17.37	17.54

***Selkirk Seniors Village/HEU – October 1, 2015 to September 30, 2018***

Classification	Steps	01-Dec-15 1.20% G.W.I.	27-Oct-16 1.80% G.W.I.	01-Oct-17 1.00% G.W.I.
Receptionist	start	16.23	16.52	16.69
	after 488 hours	16.74	17.04	17.21
	after 1950 hours	17.25	17.57	17.74
Dietary Aide	start	15.12	15.39	15.54
	after 488 hours	15.58	15.87	16.03
	after 1950 hours	16.07	16.36	16.52
Nourishment/ Cook's Helper	start	15.41	15.69	15.85
	after 488 hours	15.89	16.17	16.33
	after 1950 hours	16.38	16.68	16.85
Laundry/ Housekeeping Lead	start	17.68	18.00	18.18
	after 488 hours	18.20	18.52	18.71
	after 1950 hours	18.73	19.07	19.26
Maintenance Worker	start	21.76	22.15	22.37
	after 488 hours	22.26	22.66	22.89
	after 1950 hours	22.93	23.34	23.57
Registered Nurse (RN)	start	34.95	35.58	35.94
	after 488 hours	36.10	36.75	37.12
	after 1950 hours	37.16	37.83	38.21
	after 3900 hours	38.50	39.19	39.58

LPN's to receive a wage adjustment of \$1.00 per hour effective October 27, 2016. This rate is reflected in the wage table above.

**APPENDIX B – SUMMARY OF HEALTH CARE BENEFIT PLANS**

BC MEDICAL PLAN	Employer pays 100% of the premium.
Life and AD&D Insurance	\$50,000 coverage
Dental Plan	Plan A - 100% Plan B - 60% (yearly max. \$1500 combined plans A & B) Plan C - 60% (lifetime maximum \$2,750 per person) No deductible
Extended Health/Drug Plan	Drug Plan - \$25 deductible; Unlimited Lifetime max. Pay Direct Drug Card provided.
Eye Exams	1 exam per 24 months (12 months for children).
Vision Care	\$225 per insured person every 24 months.
Long Term Disability	150 day wait period. 24 month own occupation period.

This is a summary only to the Health Care Plans. The plans provisions can be found in the benefit booklet.

**SIGNED ON BEHALF OF  
THE UNION**



\_\_\_\_\_  
Ned Burke  
Private Sector Coordinator



\_\_\_\_\_  
Bob Wilson  
Bargaining Spokesperson



\_\_\_\_\_  
Sandra Cole  
Chairperson



\_\_\_\_\_  
Patrycja Fatla  
Secretary-Treasurer



\_\_\_\_\_  
Patricia Storey  
Bargaining Committee

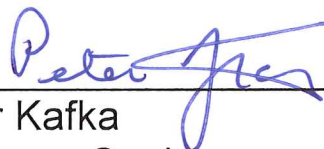
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March 12, 2017

**DATE SIGNED**

**SIGNED ON BEHALF OF  
THE EMPLOYER**



\_\_\_\_\_  
Well-Being Services (Selkirk) Ltd.



\_\_\_\_\_  
Peter Kafka  
Employer Spokesperson

\_\_\_\_\_  
April 10, 2017

**DATE SIGNED**