

COLLECTIVE AGREEMENT

BETWEEN

HOSPITAL EMPLOYEES' UNION



AND

**WELL BEING SERVICES (KSV) LTD.
KAMLOOPS SENIORS VILLAGE**

JANUARY 1, 2019 TO DECEMBER 31, 2021

Note: underlined text is new language for 2019-2021

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DEFINITIONS

For the purpose of this Agreement:

1. **“Employer”** means Well Being Services (KSV) Ltd. at and from Kamloops Seniors Village.
2. **“Union”** means the Hospital Employees' Union (HEU), hereinafter referred to as **“the Union”**.
3. **“Bargaining Unit”** is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties or those excluded under the *Labour Relations Code* of BC.
4. **“Common-law spouse”** is defined as two (2) people who have co-habitated as spousal partners for a period of not less than one (1) year. Employees may not have more than one person designated as a common law spouse at the same time.
5. **“Employee”** means an employee included in the bargaining unit and includes regular employees and casual employees.
6. **“Leave of absence with pay”** means to be absent from duty with permission and with pay.
7. **“Leave of absence without pay”** means to be absent from duty with permission but without pay.
8. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.
9. **“Emergency”** means fire, flood, epidemic as declared by a Health Authority, civil unrest or insurrection, act of war or any other force majeure.

Definition of Employee Status

1) Regular Full-Time Employee

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

2) Regular Part-Time Employee

A regular part-time employee is one who works less than full-

time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and regular part-time employees who are scheduled to work over 20 hours per week are entitled to all benefits outlined in this Collective Agreement on a prorated basis.

3) Casual Employees

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

4) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.01 - Grievance Procedure.

PREAMBLE

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

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

The provisions of this agreement are therefore as follows:

ARTICLE I - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

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

1.02 Union Shop

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

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

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

Grievance Procedure - Article 9

Dismissal/Suspension for Alleged Cause - Article 9.02

Employer's Notice of Termination - Article 26.03

1.03 Check Off of Union Dues

a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the

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

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

- b) All deductions shall be remitted to the Union not later than the 15th of each month the Employer shall electronically provide a list of all employees hired including their name, employee number, date of hire, Union dues paid for each month in which the deduction was made. The Employer shall also provide a list of names of all employees including those hired and all employees who have left the employment of the Employer, designating discharges, retirements, resignations and deaths, from whose salaries such deductions have been made together with the amounts deducted from each employee.

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

Twice every calendar year, in January and July, the Employer shall provide to both the Chief Shop Steward and the

Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely.

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

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

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

1.04 Employer and Union Shall Acquaint New Employees

At the time of hire, new employees will be advised in writing that the employer recognizes the Union as the collective bargaining agent for all employees in the bargaining unit and that a collective agreement is in effect.

The Secretary-Treasurer shall be advised of the date, time and

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

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

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

1.05 Recognition and Rights of Shop Stewards

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

- (1) Five (5) shop stewards plus three (3) alternate shop stewards may be appointed by the Union.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

(4) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department may be given leave of absence to transact Union business at any one time.

ARTICLE 2 – NO DISCRIMINATION

2.01 No discrimination

The employer and the union subscribe to the principles of the *Human Rights Code* of British Columbia.

2.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from discrimination including sexual harassment.

Harassment, including sexual harassment and bullying, is vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single serious incidence of such behavior that has a lasting harmful effect on an employee may also constitute harassment.

Harassment does not include actions occasioned through exercising, in good faith, the managerial rights and responsibilities.

2.03 The Employer and the Union agree that there shall be no discrimination practiced with respect to any employee by reason of membership or activity in the union.

2.04 Complaints Investigation

- a) The employee who complains of harassment under the provisions of the *Human Rights Code* may file a grievance or a Human Rights complaint.
- b) The Employer, the employees and the Union agree that where there is a complaint under clauses 2.01, 2.02 or 2.03 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.

ARTICLE 3 - RIGHT TO REFUSE TO CROSS PICKET LINES

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

ARTICLE 4 - NOTICE OF UNION REPRESENTATIVE VISITS

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

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

ARTICLE 5 - BULLETIN BOARDS

The Employer shall provide bulletin boards for the exclusive use of the Unions, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Unions and for the display of one Union shop card. At the Union's discretion this board may be a locking, glass-enclosed bulletin board at the cost of HEU.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

ARTICLE 7 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

7.01 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in

plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the long term care facility in which he/she is employed.

7.02 Notice of Displacement

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

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

7.03 Bumping

A laid off employee may bump a less junior employee at the worksite provided the laid off employee has more seniority and 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. The bumping choice shall be made within seventy-two (72) hours after the Employer has provided all options available.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement in the grid.

A transfer under this section shall not be deemed to effect a promotion, unless it results in an increase in pay of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

7.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees.

However, when necessary to reduce staff, it shall be done as outlined in Article 7.02 and Article 7.03.

ARTICLE 8 - DISCUSSION OF DIFFERENCES

8.01 Discussion of Differences

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

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

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

8.02

The Labour Management Committee shall consist of:

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

The Parties will alternate at each meeting the responsibility of preparing and issuing an agenda and chairing the meeting. Every effort will be made to have the agenda circulated one week in advance of the meeting. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the

meeting. Once approved, the minutes shall be distributed to the Committee representatives within five calendar days.

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

Agreement reached at the Labour Management meetings must be signed and approved by both the Union Servicing Representative and Employer within five (5) work days of the servicing representative receiving the minutes.

8.03 Union/Management Meetings

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed. Attendance at meetings of the committee shall be without loss of pay, or at straight time wages.

8.04 Conduct of the Grievance Procedure

(a) Representation

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

(b) Right to Have Steward Present

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, be given

reasonable time off without loss of pay, subject to operational requirements, for this purpose when the discussion takes place at the Employer's place of business.

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that he/she has the right to representation by a Shop Steward or Union committee member of his/her choice.

(c) Employee Called as a Witness

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

(d) Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(e) Evaluation Reports

Where a formal appraisal of an employee's performance is

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

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

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

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

(f) Personnel File

An employee, or the Secretary-Business Manager of the Union, or his/her designated representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, and, if requested, be provided with one (1) copy of any document in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. An employee may review his/her file for personal reference.

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

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

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

(g) Time Limits

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

(h) Deviation from Grievance Procedure

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

ARTICLE 9 - GRIEVANCE PROCEDURE

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

9.01

Step 1:

The employee, with or without a Shop Steward or Union committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor within seven (7) calendar days after the date on which he/she became aware of

the action or circumstances giving rise to the grievance. The supervisor will respond as soon as practical, but no later than seven (7) calendar days after discussing the grievance. If the grievance is not settled at this step;

Step 2:

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

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

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

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

Step 3:

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

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

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

9.02 Dismissal/Suspension for Alleged Cause

Within three (3) calendar days of notice of the dismissal or suspension, the Employer shall notify the HEU office at which the servicing HEU representative works from of such notice.

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance at step three (3) of the grievance procedure.

9.03 General/Policy Grievance

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step three (3) of the grievance procedure outlined in Article 9.01 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

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

9.05 Time Limits

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 maybe altered by mutual consent of the parties; however, the consent must be in writing.

9.06 Expedited Arbitration

- (1) By mutual agreement, the parties may refer a grievance to Expedited Arbitration.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.

- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (6) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within ten (10) working days of the hearing.
- (7) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (9) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (10) In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:
 1. Chris Sullivan
 2. Ken Saunders
 3. Irene Holden
 4. Elaine Doyle
 5. Dalton Larson
 6. M Jackson
 7. John Hall
 8. Dave McPhillips
 9. Mark Atkinson
- (11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (12) Neither party will appeal the decision of the Arbitrator.

9.07 Trouble Shooter

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore,

notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The mediator/arbitrator shall make recommendations to the parties for the resolve of a grievance. The recommendations will not be binding on either party. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

ARTICLE 10 - ARBITRATION

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

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

- | | |
|--------------------|-------------------------|
| (a) Chris Sullivan | (d) <u>Ken Saunders</u> |
| (b) Irene Holden | (e) Mark Atkinson |
| (c) Emily Burke | |

10.03 Decision of Arbitration Board

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

10.04 Expenses of Arbitration

Each party shall bear the expenses of its participants and

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

10.05 Amending Time Limits

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

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

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

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

11.02 Probationary Period

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

11.03 Orientation

(a) Employee shall receive an orientation as outlined by Employer

policy commensurate with the skills and experience of the individual employee.

- (b) Employees shall not be working independently until the orientation check list is completed by the Employer or their designate.

11.04 Loss of Seniority

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

- a) he/she is discharged for just cause;
- b) he/she voluntarily terminates his/her employment;
- c) he/she is on layoff for more than twelve (12) months;
- d) he/she abandons his/her position in accordance with Article 26.03;
- e) he/she is on layoff and fails to report when recalled for work in accordance with Article 13.

ARTICLE 12 - PROMOTION, TRANSFER, DEMOTION, AND RELEASE

12.01 Applications from Employees

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

12.02 Selection Process

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

- a) Evaluations.
- b) Past performance, including initiative, ability, and competencies.
- c) Required qualifications.

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

relatively equal if their final selection scores are within fifteen percent (15%) of each other.

12.03 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) calendar months.
- (b) In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted, or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted, or transferred employee shall be returned to his/her former job and increment step before the transfer took place, without loss of seniority, and any other employee hired or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.
- (c) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (b) of this Section.
- (d) If the employer or employee exercise their right as above, the Employer shall repost the position.

12.04 Temporary Promotion, Transfer, or Demotion

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

12.05 Promotions

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

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

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

12.06 Transfers

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

12.07 Excluded Positions – temporary appointments

Employees shall not be placed in an excluded position for greater than six (6) months without the mutual agreement of the Union and shall not accrue seniority for this period. The request shall not be unreasonably denied.

ARTICLE 13 - REDUCTION IN WORK FORCE

13.01

(a) A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Any reduction in hours of seven percent (7%) or more in a week, or that results in a change in status, or in the elimination of Health and

Welfare benefits shall be considered a layoff and may, at the employee's option, trigger bumping rights as per Article 7.03.
(b) Where hours are being reduced (not increased), an employee has the option to accept the reduction in hours with no layoff triggered.

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

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

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

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

13.04 In the event of closure, the Employer agrees to give all staff a minimum of sixty (60) days' notice.

13.05 Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.

13.06 Laid off regular employees shall retain their seniority and prerequisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of

notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 7.03 of this Agreement.

13.07 Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, an electronic copy of such notice shall be sent to the Secretary-Treasurer of the Local and the Union representative.

ARTICLE 14 - SUPERVISORY OR MILITARY SERVICE

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

ARTICLE 15 - SENIORITY LISTS

Seniority lists for all employees shall be posted within twenty-eight days of the months of January, April, July, and October.

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

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

ARTICLE 16 - JOB POSTINGS AND JOB DESCRIPTIONS

16.01 JOB POSTING

- (a) 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.
- (b) 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 30 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.
- (c) The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made. A regular employee may not bid on more than three (3) temporary positions in a year unless it would provide an increase in rate of pay and/or a change in full-time equivalent (FTE).
- (d) An electronic copy of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.
- (e) The Employer shall, within five (5) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy of new job was posted.
- (f) Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

16.02 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual

vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

16.03 Job Descriptions

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

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

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

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

16.05 New job descriptions

(a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

- (b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 9. 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 Article 16.05 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

ARTICLE 17 - RELIEVING IN OTHER POSITIONS

17.01 Relieving in Higher- Rated Positions

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

17.02 Relieving in Lower-Rated Positions

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

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice whenever possible to minimize disruption of staff. The Employer shall make every reasonable

effort to comply with such requests subject to operational requirements. Notice of the Employer's decision shall be given in writing as soon as possible. Existing vacation balances must be exhausted prior to an employee being approved an unpaid leave of absence with the exception of circumstances outlined in Article 18.13.

18.02 Unpaid Leave - After Three Years

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

18.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

18.04 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by

the employee, provided the employee gives post-dated cheques in advance to the employer, for the monthly cost of all the benefit premiums to the Employer.

18.05 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days, unless this would unduly interrupt the operation of the department. Such requests shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 18.05.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retained, the Union shall reimburse the Employer for the wages and

benefits involved. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
- (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

18.06 Union Bargaining Committee

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

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

18.07 Unpaid Leave - Public Office

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

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

18.08 Bereavement Leave

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a

death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, miscarriage/stillborn child, grandparent, grandchild, legal guardian, ward, in-laws and any person who lives with an employee as a member of the employees' family. The Employer may reasonably request confirmation that the employee's relationship to the deceased is consistent with this article.

An additional unpaid leave of two (2) days may be taken for travel associated with bereavement leave.

One day of the above entitlement may be saved for use on the date of interment (including funeral, wakes and other celebrations of life).

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

18.09 Family Responsibility Leave

Employees are entitled to up to 5 days unpaid leave in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

18.10 Compassionate Care Leave

- a) An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave within a 26 week period to provide care or support to a gravely ill family member.

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

18.11 Employees may request to attend to an urgent or emergency domestic circumstance. Where such leave is granted, it shall be without pay and the employee will not be required to take their pre-scheduled vacation leave.

Such leave will not be unreasonably withheld.

ARTICLE 19 - EDUCATIONAL LEAVE

Employees shall not be required to attend in-service education sessions on their time off.

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

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

Should the Employer mandate in-service or meetings on an employees' off hours, such pay will be at a minimum of two (2) hours pay.

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

Employees on educational leave shall have the right to register on the casual list for work and shall be called only after all other casual employees have been exhausted.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

The work week is determined by the specific schedule for the line and/or rotation.

20.02 Hours of Work

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 37.5 hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.

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.

20.03 Scheduling Provisions

- (a) (i) The Employer shall post schedules at least fourteen (14) calendar days in advance of their effective date for a period of four (4) weeks.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 22.01 (ii).
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates, in accordance with Article 22.01.
- (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 (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 20.03 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, 48 hours' notice is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 22. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

20.04 Split Shifts

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

20.05 Scheduling Provisions

When the Employer is considering significant change to an existing schedule, the reasons for the change and the proposed new schedule shall be put in writing to the Union and the affected employees.

A discussion of the proposed changes and/or an alternate proposal from the employees affected shall be given serious consideration before the finalizing of any changes.

ARTICLE 21 - SHIFT PREMIUMS

21.01

- (a) First Responders shall be paid \$0.75 per hour for every hour worked when they have been designated as the First Responder and when there is no LPN or Assisted Living Worker available. This premium is in addition to the current premiums paid for night, evening, and weekends.
- (b) Employees working the night shift shall be paid a shift differential of \$1.00 per hour for the entire shift worked.
- (c) Employees working the weekend shift shall be paid a shift differential of seventy-five cents (\$0.75) per hour for the entire shift worked.
- (d) Employees working the evening shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked.
- (e) In this section “evening shift” means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours) “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (700 hours).
- (f) Premiums are not pyramided.

21.02 On-Call Differential

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

If called in or required to provide a service via the phone, overtime shall be applicable as per Article 22 at a minimum of two (2) hours.

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

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

21.03 LPN Team Lead Premium

- (a) When all attempts by the Employer to have an RN on shift (including management RNs) have failed, and the Employer requires an LPN to assume a Team Lead role, a premium of \$3.00 per hour shall be paid.
- (b) LPN Team Leads shall be appointed by the Employer, but an employee must agree before being assigned the Team Lead responsibilities.
- (c) The Team Lead premium shall be in addition to any shift premium but not be included in the calculation of overtime or any benefit coverage or costs.

ARTICLE 22 - OVERTIME

22.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid:

- (i) The rate of time and one-half (1/2) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time thereafter;
- (ii) The rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

22.02 Regular employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.

22.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 24, the employee shall be paid overtime at the rate of double (2) times the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7½) hours.

22.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime

was earned except as provided in 22.05 below.

22.05 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by January 31 of the following year it shall be paid out.

22.06 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or meal allowance of ten dollars (\$10.00) from the Employer. In the event of religious, dietary, or personal preference the meal is not available or acceptable, the employee retains the option to receive the meal allowance. One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to his/her place of work.

In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

- (i) This clause shall not apply to part-time employees until the requirements of Article 22.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

22.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, including an extra day off, the employee may decline to work such overtime except in cases of emergency or urgent need. Employer determined need will be paid at double time. Only in cases of emergency or urgent need may an employee be required to work overtime.

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

22.08 Overtime for Part-Time Employees

Overtime rates will apply if a regular part-time employee does not have two consecutive days off after 37.5 hours in 7 days or after 6 consecutive days of work.

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

22.10 Overtime by Seniority

Overtime hours of four (4) hours or more will be offered to employees by seniority only if:

- (a) The employee has registered for the overtime list;
- (b) They have the capability to perform the work; and
- (c) Are willing to work all necessary hours that the work is available.

Employees who have not been available for overtime work for three (3) consecutive months may be removed from the overtime list for a period of three (3) months before they may request reinstatement. The Employer will send a letter to the employee informing the employee of their removal from the list.

The Employer is entitled to minimize the cost of overtime hours.

ARTICLE 23 - CALL BACK/CALL IN/ON CALL

23.01 Minimum Pay

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable

rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

23.02 Call-In - Statutory Requirement

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

23.03 ON CALL

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

ARTICLE 24 –STATUTORY AND PAID HOLIDAYS

24.01 Statutory and Paid Holidays

Regular full-time employees shall be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Family Day	Good Friday
<u>Easter Monday (paid)</u>	Victoria Day	Canada Day
B.C. Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day <u>(paid)</u>

Casual and part-time employees shall receive compensation in the amount of 4.8% of their regular rate of pay in consideration of statutory and paid holiday pay.

24.02 Paid Personal Leave Day

Employees shall be entitled to one personal leave day per year paid at 100% of their regular wage rate. The personal day accrual

shall be prorated based on the employee's FTEs of January 1 of each year. The day shall also be prorated for those who commence regular employment after January 1. The day cannot be accrued or carried over year after year.

24.03 Holidays Coinciding With a Vacation Day

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

24.04 Christmas or New Year's Day Off

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

24.05 Statutory Holiday Pay

Employees who are required to work on a statutory holiday shall be paid at the rate of time and a half (1 1/2) except those working on Christmas Day when the rate of pay will be double (2X) time the rate of pay. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

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

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

ARTICLE 25 - VACATION

25.01 Vacation Entitlement

Regular Full-time Employees shall have earned the following vacation with pay:

- 1-5 years' continuous service - 15 work days' vacation; 6% for three weeks.
- After the sixth anniversary - 20 work days; 8% for four weeks.

Regular part-time employees will receive Vacation prorated.

Vacation entitlements taken in December of any year may carry over into January of the following year provided there is no break in the vacation period request.

25.02 Vacation Schedules

- Employees shall submit their vacation requests in writing by January 15th of each year. The Employer shall respond in writing to employee requests by February 28th of the same year.
- Employees shall indicate 1st, 2nd, 3rd, etc. choice vacation periods.
- Each choice will be awarded based on seniority.
- All first choice requests will be awarded prior to second choices being considered, based on seniority, and so on through each choice request.
- Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee choices conflict, seniority shall be the deciding factor.
- Vacation must be awarded in one week blocks when requested by an employee.
- Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

- (h) An employee who does not exercise his/her rights by the cut off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (i) Vacation schedules, once posted, shall not be changed except in the case of emergency with mutual agreement of the employer and Employee.
- (j) Any vacations taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

25.03 Vacation Pay

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

25.04 Vacation Carry Over

Employees shall be permitted to carry over a maximum of ten (10) vacation days from one year to the next provided the employee has taken the minimum vacation described below:

- Employees with one (1) year or more of employment service must take at least ten (10) days of vacation in the current vacation year.
- Employees with five (5) years or more of employment service must take at least fifteen (15) days of vacation in the current year.

Vacation days carried over must be scheduled by June 30th and taken by December 31st of the year following the year in which the days were earned.

Carried over vacation must be taken before the current years' vacation is used.

25.05 Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 25.01.

25.06 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

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

ARTICLE 26 - CONDITIONS OF EMPLOYMENT

26.01 Vaccination and Inoculation

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

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

26.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

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

26.03 Employment Abandoned

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

ARTICLE 27 - GENERAL PROVISIONS

27.01 Uniforms

The Employer shall supply and maintain (launder and repair) uniforms for employees who are required to wear same. Employees must return to the Employer uniforms and other Employer property in their possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles which are not returned.

27.02 Employer Property and Personal Property Damage

(a) Employer Property

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

(b) Personal Property Damage

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

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

ARTICLE 28 - BADGES, INSIGNIA AND UNION SHOP CARDS

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

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

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

29.02 Sick Leave Entitlement

Regular full-time employees shall receive sick leave as follows:

- January 1, 2015 – 10 days at 80%.

Sick leave entitlement is prorated for part-time employees based on hours worked.

The current sick leave carryover provisions and personal leave days will continue per Article 29.03.

29.03 Unused Sick Leave

Sick leave shall be carried over year to year.

Sick leave banks shall accumulate year to year to a maximum bank of two-hundred-ten (210) hours.

29.04 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 or injury, and employees must notify the Employer of the date of return to duty from a long-term illness (21 days or more), no less than seven (7) days in advance of that date where possible, in order that relief scheduled for that employee can be notified.

29.05 With the exception of proof of illness, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities prior to returning to work, the assessment will be at the Employer's expense.

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

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

Sick leave deductions shall be according to actual time off.

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

29.09 Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional year of service, or proportion thereof, beyond the first year of service.

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 prove sickness or incapacity and 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.

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

29.11 Workers Compensation Benefits

(a) Benefits While on Compensation

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

(b) Employee to Contact Employer

Employees who are absent from work due to Worker's Compensation Board related illness or injury shall contact their supervisor or the designated person in charge on a regular basis, weekly where possible, regarding the status of their condition and/or the anticipated date of return to work. Where possible, the employee shall inform the Employer of the date of return to duty, no less than seven (7) days in advance of that date, in order that relief scheduled for that employee can be notified.

(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.

ARTICLE 30 - RETURN TO WORK PROGRAMS

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

- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved rehabilitation plan.
- (d) Return to work plans will be in writing with copies sent to the employee and the Union representative.

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

ARTICLE 31- PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

31.01 Maternity Leave

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

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

Pregnancy shall not constitute cause for dismissal.

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

Employees shall make every effort to give at least four (4) weeks' notice prior to the commencement of pregnancy leave of absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

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

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

31.02 Parental Leave

An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty (60) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 31.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them (or sixty (60) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

31.03 Adoption Leave

Upon request and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) weeks following the adoption of a child provided such leave is concluded within seventy-eight (78) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply the leave

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks Adopted Parental leave between them (or sixty (60) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

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

31.05 Leave Respecting the Disappearance of a Child

Employees are entitled to an unpaid leave of up to the maximum set out in the *Employment Standards Act* in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

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

31.06 Leave Respecting Death of Child

An employee whose child under 19 years of age dies is entitled to up to the maximum set out in the *Employment Standards Act* of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

ARTICLE 32 - PAY DAYS

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

- a) When a pay day falls on a non-banking day, the direct deposit shall be made prior to the established pay day.
- b) In the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:
- c) If the money owed is less than one-hundred dollars (\$100), the pay shall be added to the next pay period.
- d) If the money owed is one-hundred dollars (\$100) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within three (3) business days.

ARTICLE 33 - REST AND MEAL PERIODS

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

33.02 An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of greater than five (5) hours and shall be taken away from the work area.

33.03 Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to

an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.

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

ARTICLE 34 - JURY DUTY

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

ARTICLE 35 - HEALTH CARE PLANS

35.01 Eligibility

- a) Regular employees are eligible for the health care plan upon completion of three (3) continuous months of employment. There will be no reduction to Health Care Plans.
- b) Part-time employees who are not currently enrolled must be actively working an average of twenty (20) hours per week to be eligible for coverage in the following Health Care Plans. All part-time employees currently enrolled shall continue to be eligible.
- c) Part-time and casual employees, who do not meet eligibility, and who have completed their probationary period, may enroll in the Extended Health and Dental Care Plans provided the

employees pay the premiums in advance. Premiums shall be 100% employee paid.

35.02 Medical Plan

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

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

35.03 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination.
- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

35.04 Extended Health Care Plan

The Employer shall pay one-hundred percent (100%) of the monthly premiums for employees and their families under the above noted SunLife Financial Plan. The plan will have a deductible of \$25 for single and family and will include an Evidence Based Drug Plan which shall be implemented no later

than January 1, 2017.

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

- (a) Hearing aids that includes \$500 every five (5) years.
- (b) Orthopaedic shoes will be covered to \$500 per year.
- (c) Glucometres will be covered to a \$700 lifetime maximum.
- (d) Vision care allowance for vision care shall be two-hundred-and-twenty-five dollars (\$225) every two years.

35.05 Registered Retirement Savings Plan (RRSP)

The details on this plan are:

1. All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan.

Participation in the plan is voluntary. The employee may exercise the option of opting in to the plan upon completion of the probationary period or as outlined in #3. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:

- (i) 1% of regular earnings; or
 - (ii) 2% of regular earnings; or
 - (iii) Employees may invest a higher level of percentage.
2. The Employer shall match half the contributions made by each employee to a maximum of 1%.
 3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
 4. The Employer will administer the Plan.
 5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

6. Employees shall be able to increase their contributions rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deductions.
7. RRSP benefits can be withdrawn upon resignation/termination or retirement.
8. Employees shall receive an annual statement indicating the annual deductions/deposits and Plan balance.

ARTICLE 36 - LONG-TERM DISABILITY INSURANCE PLAN

36.01 The Employer shall provide a mutually acceptable long-term disability insurance plan that includes coverage for own occupation for 24 months at sixty-six-point-seven percentage (66.7%) of wages for the first \$2,250 and 50% of the balance to a maximum of \$2,500 per month.

36.02 The plan shall be mandatory and shall cover post-probationary employees. Coverage will be effective after a waiting period of 17 weeks has expired. Coverage will be until the age of sixty-five (65).

36.03 The plan shall be as provided as per the Employer's Benefit Plan -Group Life and Long-Term Disability Insurance Plan.

36.04 The Employee shall pay one-hundred percent (100%) of the premium.

ARTICLE 37 - GROUP LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT

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

37.02 Effective Date of Certification, the plan shall provide (\$25,000) insurance coverage for post-probationary employees.

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

37.04 The plan shall also include coverage for accidental death and dismemberment to a maximum \$25,000.

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

ARTICLE 38 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

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

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

b) The employee members(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages

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

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

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

Ergonomics

The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

- a) In addition to persons appointed by the parties, either party may involve others who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.
- b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time

regular wages to participate while attending meetings of the Joint Committee, workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

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

Aggressive Residents

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

Violence and Respect in the Workplace

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

Training and Orientation

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (c) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes.
- (d) The Employer will provide a minimum of fourteen (14) days' notice of such training sessions. Where the Employer has deemed the training or orientation session to be mandatory, employees shall be granted leave without loss of pay or receive straight time regular wages while attending such session(s) with a minimum two (2) hours pay.

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*.

38.02 Communicable Diseases

In-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as mandated by Ministry of Health.

In-service training may include precautions (standards, contact, airborne, blood borne) to be observed, and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

38.03 Working Alone or in Isolation

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outline in the WorkSafeBC Regulations and the Act. This will be done in consultation with those employees'

who work alone and the Occupational Health and Safety Committee.

38.04 Employee Workload

- (a) The Employer shall ensure that an employee's workload is not unsafe. Where the absence of one or more employees may create an increase in the workload for other employees, the employer will resolve the matter by:
1. Utilizing casual employees in accordance with the Collective Agreement.
 2. The supervisor will discuss duty priorities with the affected employee(s).
 3. Re-assigning work.

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

- (b) The Joint Occupational Health and Safety Committee will:
1. Identify workload issues for LPNs, Care Aides, and Support staff.
 2. Recommend reallocation of hours.
 3. Identify processes to create improved efficiencies.

38.05 Critical Incident Stress Defusing

A work place critical incident is an event (i.e.) injury, fatality, or robbery, etc.) that causes emotional or psychological trauma in people exposed to the incident. It is a sudden, powerful event outside the range of normal experience – and outside the worker's control.

In the event of a critical incident within the workplace the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafeBC's Critical Incident

Response Program. Leave to attend such a session will be without loss of pay.

38.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer.

ARTICLE 39 - TRANSPORTATION ALLOWANCE

Employees 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 \$0.55/km will be paid with a minimum of \$5.00.

ARTICLE 40 - CHANGE IN AGREEMENT

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

ARTICLE 41 - PRINTING OF THE AGREEMENT

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

ARTICLE 42 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

The statement given to employees shall include the following:

- a) Sick time earned
- b) Sick time taken
- c) Sick bank balance
- d) Vacation earned
- e) Vacation taken
- f) Vacation bank balance
- g) Personal days earned
- h) Personal days taken
- i) Personal days bank balance
- j) Overtime earned
- k) Overtime rate
- l) Overtime paid
- m) Overtime bank balance
- n) Statutory holidays paid
- o) Wages paid
- p) Hours of work
- q) Listing of all adjustments

Information not currently provided shall be available no later than 6 months after the date of ratification.

ARTICLE 43 - VARIATIONS

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

ARTICLE 44 - SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible,

negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 10 of the Collective Agreement.

ARTICLE 45 - PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES

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

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

The LPN with a concern will discuss the matter with her immediate supervisor with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

If the matter is not resolved to her satisfaction, the matter may be referred to the General Manager. At his/her request, the LPN may be accompanied by a steward. The General Manager shall respond to the LPN in writing within fourteen (14) calendar days of the meeting with the LPN.

If the matter is not resolved to her satisfaction, the matter may be referred to the joint Labour/Management meeting for further discussion.

ARTICLE 46 - INDEMNITY

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

46.02 Where an employee is charged with an offence resulting directly from the proper performance of his/her duties, and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

ARTICLE 47 - EFFECTIVE AND TERMINATING DATES

(a) This Agreement shall be effective from January 1, 2019 and shall remain in force and be binding upon the parties until December 31, 2021 and from year to year thereafter unless terminated by either party on written notice served during the month of September.

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

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

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

(c) It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of B.C. is excluded from this Agreement.

(d) Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations after the completion of the term of this Agreement.

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

(e) Effective Date of Agreement

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

ARTICLE 48 - MORE FAVOURABLE RATE OR CONDITION

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

ARTICLE 49- CRIMINAL RECORD CHECKS

It is the Employer's responsibility to maintain all records and documents related to an employee's Criminal Record Check. Should the Employer lose, misplace or be unable to locate or produce a submitted criminal records check for an employee covered by this agreement, the full cost of a new Criminal Record will be borne by the Employer.

ARTICLE 50 - ELECTION DAY

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

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

ARTICLE 51 - 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.

No later than one hundred and twenty days prior to the expiry date 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 so intends, it will provide the Union with information on the intended contracting out prior to the aforementioned ninety (90) days and will discuss in good faith any suggestions raised by the Union.

ADDENDUM #1

Wage Schedules - Care

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

CLASSIFICATION		Rate at Dec 31, 2018	Increase at April 1, 2020	New Rate at April 1, 2020	Rate at Jan 1, 2021
LPN	Start Rate	\$28.23	\$0.55	\$28.78	\$28.83
	0488 Hours	\$28.80	\$0.55	\$29.35	\$29.40
	1950 Hours	\$29.40	\$0.55	\$29.95	\$30.00
RCA (RC & AL)	Start Rate	\$20.41	\$2.90	\$23.31	\$23.65
	0488 Hours	\$20.57	\$2.90	\$23.47	\$23.81
	1950 Hours	\$20.76	\$2.90	\$23.66	\$24.00
RECREATION	Start Rate	\$20.41	\$2.25	\$22.66	\$22.91
	0488 Hours	\$20.57	\$2.25	\$22.82	\$23.07
	1950 Hours	\$20.76	\$2.25	\$23.01	\$23.26

WAGES

If BC Employment Standards raise the minimum wage over the wage schedule found in the collective agreement the BC Employment Standards minimum wage will prevail.

Wage Schedules– Support

CLASSIFICATION		Rate at Dec 31, 2018	Increase at April 1, 2020	New Rate at April 1, 2020	Rate at Jan 1, 2021
Cook		\$17.74	\$2.06	\$19.80	\$20.05
Lead Hand Maintenance	Start Rate	\$23.68	\$0.60	\$24.28	\$24.35
	0975 Hours	\$24.03	\$0.60	\$24.63	\$24.70
	1950 Hours	\$24.39	\$0.60	\$24.99	\$25.06
Maintenance	Start Rate	\$21.46	\$0.60	\$22.06	\$22.13
	0975 Hours	\$22.03	\$0.60	\$22.63	\$22.70
	1950 Hours	\$22.58	\$0.60	\$23.18	\$23.25
SSW - Food Service Aide	Start Rate	\$14.17	\$2.98	\$17.15	\$17.48
	0488 Hours	\$14.69	\$2.98	\$17.67	\$18.00
SSW - Housekeeping	Start Rate	\$14.17	\$2.98	\$17.15	\$17.48
	0488 Hours	\$14.69	\$2.98	\$17.67	\$18.00
SSW - Laundry	Start Rate	\$14.17	\$2.98	\$17.15	\$17.48
	0488 Hours	\$14.69	\$2.98	\$17.67	\$18.00
Reception	Start Rate	\$15.81	\$2.50	\$18.31	\$18.61
	0488 Hours	\$16.01	\$2.50	\$18.51	\$18.81
	1950 Hours	\$16.20	\$2.50	\$18.70	\$19.00

Retroactive lump sum: \$0.60 per hour for all hours worked following collective agreement expiry date of December 31, 2018 to date of ratification April 1, 2020.

ADDENDUM #2 - CASUAL EMPLOYEES

- 1) The Employer may call in casual employees to perform work for the following reasons:
 - (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
 - (b) Emergency relief.
 - (c) Unanticipated or irregular relief work.
 - (e) Intermittent and non-recurring work.

- 2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.

- 3) Part-time employees may also register for casual work, provided there are no overtime costs.

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

- 4) The probationary period for casual employees shall be four-hundred-fifty (450) hours worked, not to exceed six (6) months.

- 5) a) Post probationary casual and part-time employees with less than the required eligibility for benefits, have the option of enrolling in the Extended and Dental plans at the expense of the employee. Casual and part-time employees choosing this benefit option must enroll in both the Extended Health and Dental benefit plans.
b) Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.

- 6) Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and

capable of performing the work being assigned in the job classification for which they are registered.

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

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.

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

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

***Well Being Services (KSV) Ltd., Kamloops Seniors Village /
Hospital Employees' Union – Jan 1, 2019 to Dec 31, 2021***

- 10) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- 11) The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
- 12) Casual employees shall receive six percent (6%) of their straight time pay in lieu of scheduled vacations and four-point-eight percent (4.8%) for statutory holiday pay.
- 13) Upon request from the employer, a casual employee will provide the employer with his/her availability to work in writing. The availability shall be provided by the 15th of the month for the following month.
- 14) The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- 15) Casual employee's who accept a shift have the same obligation to fill the shift as a regular employee.
- 16) Casual employees are entitled to Extended Health, Dental, LTD, and Life/AD&D benefits when they fill a temporary full-time or part-time position, where the appointment is for six (6) months or longer and the employee is scheduled to work more than twenty (20) hours per week for the duration of the temporary assignment on the same basis as a regular employee.
- 17) Casual employees are entitled to overtime pay if a) they work greater than 7.5 hours in a day or b) they have worked more than 37.5 hours in a 7 day period or c) they have not had 32 consecutive hours free from work in a 7 day period.
- 18) **Block Booking**
Between January 15 and February 28 (vacation request

period per Article 25.02), the Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.

19) **Casual Appointment and Availability**

- a) Casual employees are expected to work a minimum of 225 hours in a calendar year. A casual employee may be removed from the casual list and their employment may be terminated if they fail to work 225 hours in a calendar year. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee 225 hours over the course of a calendar year. A casual employee shall be afforded the opportunity to rebut such presumption and demonstrated that there was an acceptable reason or circumstances outside their control for not having worked the required hours.
- b) Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours to that point in the year will be notified in writing of the number of hours so far worked in that year.
- c) All casual employees shall receive a letter of appointment immediately upon recruitment specifically confirming their employee status and their classification. This letter shall also confirm the casual employee's intended days and times of availability for work of a casual nature at the time of hire, and that casual employees are required to fill in availability forms monthly according to the collective agreement. The letter shall state specifically that in order for the casual employee to maintain employment, the casual employees shall work a minimum of 225 hours over any calendar year, pro-rated for partial years of employment.

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By July 1, 2020, following the signing of the Collective Agreement, casual availability shall be confirmed for current employees in writing which will include the minimum hour requirement.

MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (SSV) LTD.
KAMLOOPS SENIORS VILLAGE**

RE: Benefit Plans Review

The Employer and the Union will, by December 31, 2020, jointly review the employee benefit plans provided under the collective agreements for the facilities listed in this MOA.

The purpose of the review is to make recommendations to the Bargaining Principals for modifications, adjustments or other changes so that a standard or common set of employee benefit plans or provisions can be available for coverage of employees at these facilities through the collective agreements.

The review can include: extended health benefits, dental benefits, vision care, drug/pharmaceutical plans, paramedical coverage, accidental death and dismemberment, emergency travel assistance, group life insurance, long term disability, and any other employee benefit group plan provided for by agreement but not listed here.

The review can include, but is not limited to, a review of the current plans, their coverages, terms and conditions; improvements or enhancements consistent with current industry standards; recommendations on services standards of providers and claims

**Well Being Services (KSV) Ltd., Kamloops Seniors Village /
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paying agents, and any other item associated with creating a standard benefits package for employees.

It is agreed that should this review result in cost savings in premiums and other charges from service providers and claims paying agents, such savings will be re-invested into improved benefits for covered eligible employees. In addition, the employer will commit \$50,000 to benefit plan improvements across all sites.

**SIGNED ON BEHALF OF
THE UNION:**


**SIGNED ON BEHALF OF
THE EMPLOYER:**




Janine Brooker
Negotiator



Sean Steele
Negotiator



Date Signed



Date Signed

**SIGNED ON BEHALF OF
THE UNION:**


**SIGNED ON BEHALF OF
THE EMPLOYER:**



Maire Kirwan
Coordinator - Private Sector



James Liebenberg
President




Janine Brooker
Negotiator



Sean Steele
Negotiator



Rhea Morgan
Bargaining Committee Member



Michelle Warner
Bargaining Committee Member



Tina Watt
Bargaining Committee Member



DATE SIGNED

DATE SIGNED