

**COLLECTIVE AGREEMENT**

**BETWEEN**



**HOSPITAL EMPLOYEES' UNION**

**AND**

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

**SEPTEMBER 1, 2018 TO AUGUST 31, 2021**

Note: underlined text is new language for 2018-2021

## **Summerland Seniors Village**

12803 Atkinson Road  
Summerland, B.C. V0H 1Z4  
Phone: (250) 404-4400  
Fax: (250) 404-4399

## **Hospital Employees' Union**

**Okanagan Regional Office**  
#100-160 Dougall Road South  
Kelowna, B.C. V1X 3J4  
Phone: (250)765-8838  
Toll-Free: 1-800-219-9699  
Fax: (250) 765-0181

**Provincial Office**  
5000 North Fraser Way  
Burnaby, B.C. V5J 5M3  
Phone: (604) 438-5000  
Toll-Free: 1-800-663-5813  
Fax: (604) 739-1510

**ARTICLE 1- NO DISCRIMINATION ..... 1**

    1.01    NO DISCRIMINATION ..... 1

    1.02    COMPLAINTS INVESTIGATION..... 2

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

    2.01    SOLE BARGAINING AGENCY..... 2

    2.02    UNION SHOP..... 2

    2.03    UNION CHECK OFF ..... 3

    2.04    INDUCTION ..... 4

    2.05    SHOP STEWARDS ..... 4

    2.06    BADGES AND INSIGNIA ..... 5

    2.07    BULLETIN BOARDS..... 5

    2.08    NOTICE OF UNION REPRESENTATIVE VISITS ..... 5

    2.09    MEETING FACILITIES ..... 5

**ARTICLE 3 - DEFINITIONS ..... 5**

    3.01    COMMON LAW SPOUSE ..... 5

    3.02    EMERGENCY..... 6

**ARTICLE 4 - MANAGEMENT RIGHTS ..... 6**

**ARTICLE 5 - LEGAL PICKET LINE..... 6**

    5.01    STRIKES OR LOCKOUTS ..... 6

    5.02    LEGAL PICKET LINES..... 6

**ARTICLE 6 - DISCUSSION OF DIFFERENCES ..... 7**

    6.03    UNION/MANAGEMENT MEETINGS..... 8

**ARTICLE 7 - GRIEVANCE PROCEDURE..... 8**

    7.02    GRIEVANCE INVESTIGATION..... 8

    7.04    RIGHT TO GRIEVE DISCIPLINARY ACTION ..... 9

    7.05    EVALUATION REPORTS ..... 9

    7.06    PERSONNEL FILE ..... 10

    7.07    GRIEVANCE PROCEDURE..... 10

    7.08    DISMISSAL/SUSPENSION FOR ALLEGED CAUSE ..... 12

    7.09    GENERAL/POLICY GRIEVANCE..... 12

    7.11    TIME LIMITS..... 12

    7.12    EXPEDITED ARBITRATIONS..... 12

**ARTICLE 8 - ARBITRATION ..... 13**

**ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS ..... 14**

    9.01    REGULAR FULL-TIME EMPLOYEES..... 14

    9.02    REGULAR PART-TIME EMPLOYEES ..... 14

    9.03    CASUAL EMPLOYEES ..... 14

    9.04    RESTRICTION OF EMPLOYEE STATUS..... 15

**ARTICLE 10 - PROBATIONARY PERIOD ..... 15**

    10.03    ORIENTATION..... 15

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

<b>ARTICLE 11 - JOB POSTING</b> .....	<b>16</b>
11.03    FLOAT POOL.....	17
<b>ARTICLE 12 - SENIORITY</b> .....	<b>18</b>
12.01    PROMOTION, TRANSFER, DEMOTION.....	18
12.02    QUALIFYING PERIOD.....	18
12.03    TEMPORARY PROMOTION OR TRANSFER.....	19
12.04    EXCLUDED POSITIONS – TEMPORARY APPOINTMENTS.....	19
12.05    SENIORITY DATES.....	19
12.07    SUPERVISORY OR MILITARY SERVICE.....	19
<b>ARTICLE 13 - JOB DESCRIPTIONS</b> .....	<b>20</b>
<b>ARTICLE 14 - TECHNOLOGICAL CHANGE</b> .....	<b>21</b>
14.01    PREAMBLE.....	21
<b>ARTICLE 15 - REDUCTION IN WORKFORCE</b> .....	<b>22</b>
15.04    BUMPING.....	22
<b>ARTICLE 16 - SCHEDULING PROVISIONS</b> .....	<b>23</b>
<b>ARTICLE 17 - HOURS OF WORK</b> .....	<b>25</b>
17.01    CONTINUOUS OPERATION.....	25
17.02    HOURS OF WORK.....	25
17.03    REST AND MEAL PERIODS.....	25
17.04    SHIFT PREMIUMS.....	26
17.05    LPN TEAM LEAD PREMIUM.....	26
17.06    ON-CALL DIFFERENTIAL.....	26
<b>ARTICLE 18 - OVERTIME</b> .....	<b>27</b>
<b>ARTICLE 19- CALLBACK</b> .....	<b>29</b>
<b>ARTICLE 20 - CALL-IN STATUTORY REQUIREMENT</b> .....	<b>29</b>
<b>ARTICLE 21 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS</b> .....	<b>30</b>
<b>ARTICLE 22 - TRANSPORTATION ALLOWANCE</b> .....	<b>30</b>
<b>ARTICLE 23 - STATUTORY HOLIDAYS</b> .....	<b>30</b>
23.01    STATUTORY HOLIDAYS.....	30
<b>ARTICLE 24 - VACATIONS</b> .....	<b>31</b>
24.01    VACATION ENTITLEMENT.....	31
24.02    VACATION SCHEDULING.....	32
24.03    SPLITTING OF VACATION PERIODS.....	33
24.04    VACATION PAY.....	33
24.05    VACATIONS CARRYOVER.....	33
24.06    VACATION ENTITLEMENT UPON DISMISSAL.....	34
24.07    REINSTATEMENT OF VACATION DAYS SICK LEAVE.....	34
<b>ARTICLE 25 - BEREAVEMENT LEAVE</b> .....	<b>34</b>
<b>ARTICLE 26 - FAMILY RESPONSIBILITY LEAVE</b> .....	<b>35</b>
<b>ARTICLE 27 - SICK LEAVE, W.C.B., INJURY ON DUTY</b> .....	<b>35</b>

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

27.10	WORKSAFEBC BENEFITS .....	37
27.11	RETURN TO WORK PROGRAMS .....	37
<b>ARTICLE 28 - JURY DUTY .....</b>		<b>38</b>
<b>ARTICLE 29 - EDUCATIONAL LEAVE .....</b>		<b>38</b>
<b>ARTICLE 30 - LEAVE UNPAID .....</b>		<b>39</b>
30.01	UNPAID LEAVE.....	39
30.02	UNPAID LEAVE AFTER THREE YEARS.....	39
30.03	UNPAID LEAVE AFFECTING SENIORITY AND BENEFITS .....	39
30.04	UNPAID LEAVE UNION BUSINESS.....	40
30.05	PUBLIC OFFICE.....	41
<b>ARTICLE 31 - MATERNITY LEAVE .....</b>		<b>42</b>
31.01	MATERNITY LEAVE AND PARENTAL LEAVE .....	42
31.02	PARENTAL LEAVE .....	42
31.04	LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD.....	43
31.05	LEAVE RESPECTING DEATH OF A CHILD .....	44
<b>ARTICLE 32 - ADOPTION LEAVE .....</b>		<b>44</b>
<b>ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY .....</b>		<b>44</b>
<b>ARTICLE 34 - VACCINATION AND INOCULATION .....</b>		<b>45</b>
<b>ARTICLE 35 -OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....</b>		<b>45</b>
35.02	ERGONOMICS.....	46
35.03	AGGRESSIVE RESIDENTS.....	46
35.04	VIOLENCE AND RESPECT IN THE WORKPLACE .....	47
35.05	COMMUNICABLE DISEASES.....	47
35.06	WORKING ALONE OR IN ISOLATION.....	47
35.07	EMPLOYEE WORKLOAD .....	47
35.08	CRITICAL INCIDENT STRESS DEFUSING .....	48
35.09	TRAINING AND ORIENTATION .....	48
35.10	RIGHT TO REFUSE UNSAFE WORK.....	49
35.12	TRANSPORTATION OF ACCIDENT VICTIMS.....	49
35.13	PROTECTIVE CLOTHING AND EQUIPMENT.....	49
<b>ARTICLE 36 - HEALTH CARE PLANS .....</b>		<b>50</b>
<b>ARTICLE 37 - PAY DAYS .....</b>		<b>52</b>
<b>ARTICLE 38 - CONTRACTING OUT .....</b>		<b>53</b>
<b>ARTICLE 39 - VARIATIONS .....</b>		<b>53</b>
<b>ARTICLE 40 - SAVINGS CLAUSE .....</b>		<b>53</b>
<b>ARTICLE 41 - PRINTING OF THE AGREEMENT .....</b>		<b>54</b>
<b>ARTICLE 42 - EFFECTIVE AND TERMINATING DATES.....</b>		<b>54</b>
42.01	EFFECTIVE AND TERMINATING DATES.....	54
42.02	EFFECTIVE DATE OF WAGES AND BENEFITS .....	54
<b>ARTICLE 43 - WAGES &amp; RETROACTIVITY .....</b>		<b>55</b>

**TABLE OF CONTENTS**

**PAGE NUMBER**

---

**ARTICLE 44 - CASUAL ENTITLEMENTS..... 55**

**ARTICLE 45 - REGISTERED RRETIREMENT SAVINGS PLAN (RRSP)..... 59**

**ARTICLE 46 - CRIMINAL RECORDS CHECK..... 59**

**ADDENDUM #1 – WAGES ..... 61**

    APPENDIX A: HOURLY WAGE SCHEDULE ..... 61

**ADDENDUM #2 ..... 63**

    RE:    PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES ..... 63

**ADDENDUM #3 ..... 64**

    RE:    ATTENDANCE MANAGEMENT PROGRAM ..... 64

**MEMORANDUM OF AGREEMENT #1..... 66**

    RE:    JOB ABANDONMENT..... 66

**MEMORANDUM OF AGREEMENT #2..... 67**

    RE:    BENEFIT PLANS REVIEW..... 67

## **PREAMBLE**

Residents have the right to uninterrupted, skillful 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 1- NO DISCRIMINATION**

### **1.01 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia;
- (b) The Employer and the Union recognize the right of employees to work in an environment free from discrimination including sexual harassment;

Harassment, including sexual harassment and bullying, is vexatious behaviour 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 behaviour that has a lasting harmful effect on an employee may also constitute harassment.

- (c) The Employer and the Union agree that there shall be no

discrimination practised with respect to any employee for reason of membership or activity in the Union.

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

## **1.02 Complaints Investigation**

- (a) The employee who complains of harassment under the provisions of the *Human Rights Code* may file a grievance or human rights complaint.
- (b) The employer, the employees and the Union agree that where there is a complaint under 1.01 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

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

### **2.01 Sole Bargaining Agency**

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

### **2.02 Union Shop**

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



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

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

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

Article 7.07 Grievance Procedure

Article 7.08 Dismissal/Suspension for Alleged Cause

### **2.03 Union Check Off**

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

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

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of

dues or equivalent monies currently being deducted for each employee. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

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

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

Twice every calendar year in January and July, the Employer shall provide to the Secretary Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses, their phone number(s) and email addresses if known to the Employer. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

## **2.04 Induction**

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

## **2.05 Shop Stewards**

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

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward

appointments.

- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

## **2.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward badges.

## **2.07 Bulletin Boards**

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

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

Union business may only transact on the employer's property and/or during business hours with the prior approval of the employer. Approval shall not be unreasonably denied.

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

## **2.09 Meeting Facilities**

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided space is available on the date requested and sufficient notice is given to the employer.

## **ARTICLE 3 - DEFINITIONS**

### **3.01 Common Law Spouse**

- (a) A spouse by marriage or under any other formal union recognized by law, or
- (b) A partner (same sex or opposite sex) represented as a spouse for at least the last twelve (12) months.

Employee may not have as a spouse more than one person at a time.

### **3.02 Emergency**

Means fire, flood, epidemic as declared by a Health Authority, civil unrest or insurrection, act of war or any other force majeure.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

## **ARTICLE 5 - LEGAL PICKET LINE**

### **5.01 Strikes or Lockouts**

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

### **5.02 Legal Picket Lines**

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

## **ARTICLE 6 - DISCUSSION OF DIFFERENCES**

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

Such meetings may discuss issues, including workload issues, related to the workplace that affect the parties or any employee bound by this 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 matters referred to in this Agreement;
- (4) Discussing the quality of resident services and making recommendations to improve resident services.

**6.02** 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. The parties will be responsible for their own minutes but these minutes are prepared on a without prejudice basis.

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

Agreement reached at Labour Management meetings must be

signed and approved by both the Union and Employer.

### **6.03 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.

**6.04** The time spent by members of the Union Committee in the course of their employment shall be without loss of pay.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

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

### **7.02 Grievance Investigation**

A shop steward or a Union Committee member shall obtain permission of his/her immediate supervisor who is outside of the bargaining unit prior to leaving their work duties to undertake their Union responsibilities. Such permission will not be unreasonably withheld where operational requirements permit. This time shall be without loss of pay.

- (a) Investigation of grievances and assisting any employee

whom the shop steward represents in presenting a grievance in accordance with this Agreement.

- (b) Attending meetings called by management.
- (c) Investigation of employee complaints of an urgent nature.

The shop steward or union committee member agrees to notify his/her supervisor on resuming his/her duties.

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

#### **7.04 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 been no 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.

#### **7.05 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read

and review. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **7.06 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 from that file, 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.

### **7.07 Grievance Procedure**

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



as follows:

**Step 1:**

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

**Step 2:**

Then within seven (7) calendar days of the Step one meeting or seven (7) calendar days after the 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.

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

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

### **7.09 General/Policy Grievance**

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 of the grievance procedure outlined in Article 7.07 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

**7.10** The Employer shall supply the necessary facilities for the grievance meetings.

### **7.11 Time Limits**

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

### **7.12 Expedited Arbitrations**

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

- (1) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (3) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The

- decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (4) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
  - (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
  - (6) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
  - (7) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
  - (8) In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the referral to expedited arbitration, the matter shall be referred to an arbitrator from the list below.
    1. Chris Sullivan
    2. Irene Holden
    3. Emily Burke
    4. Ken Saunders
    5. Elaine Doyle
    6. Mark Atkinson
  - (9) The expedited Arbitrator shall have the same powers and authority as an arbitration board.
  - (10) Neither party will appeal the decision of the Arbitrator.

## **ARTICLE 8 - ARBITRATION**

**8.01** 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.

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

- |                   |                        |
|-------------------|------------------------|
| 1. Chris Sullivan | 4. <u>Ken Saunders</u> |
| 2. Irene Holden   | 5. Elaine Doyle        |
| 3. Emily Burke    | 6. Mark Atkinson       |

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

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

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

## **ARTICLE9 - DEFINITION OF EMPLOYEE STATUS**

### **9.01 Regular Full-Time Employees**

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

### **9.02 Regular Part-Time Employees**

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

### **9.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business, and other time off regulated under the collective Agreement in the regular schedule as required by the employer or to perform emergency or non-reoccurring or irregular short term relief work as required by the

employer. Casual employees accumulate seniority on an hourly basis.

#### **9.04 Restriction of Employee Status**

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

### **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** 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.

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

#### **10.03 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.

## **ARTICLE 11 - JOB POSTING**

**11.01** The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

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.

An electronic copy of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

The Employer shall, within seven (7) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy of new job was posted.

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. 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 full-time equivalent (FTE).

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later reengaged, seniority and all

perquisites shall date only from the time of reemployment, according to regulations applying to new employees.

**11.02** 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.

### **11.03 Float Pool**

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

- a) The Employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 11.
- b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- c) The rate of pay shall be according to the job classification the Float position is covering.
- d) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.
- e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) will be exempt from Article 16.01 (a)(i) and (ii), (b), (c), and (d) – Scheduling Provisions.

## **ARTICLE 12 - SENIORITY**

### **12.01 Promotion, Transfer, Demotion**

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

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

Where two or more employees are relatively equal for a position, seniority will be the deciding factor. Employees will be considered relatively equal if their final selection scores are within fifteen percent (15%) of each other.

### **12.02 Qualifying Period**

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

An employee who requests to be relieved of a promotion,



voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section.

- (c) If the employer or employee exercise their right as in b) above, the Employer shall repost the position.

### **12.03 Temporary Promotion or Transfer**

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

### **12.04 Excluded Positions – Temporary Appointments**

Employees shall not be placed in an excluded position for greater than one year (12 months) without the mutual agreement of the Union.

### **12.05 Seniority Dates**

Seniority lists shall be reviewed and posted every three (3) months. Such seniority dates shall be subject to correction for error on proper representation by the Union. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

**12.06** The Employer shall supply the Union with a seniority list by department as of the last date of the payroll period immediately prior to January 1, April 1, July 1, and October 1 of each year, showing employees' names alphabetically and their seniority start dates. Up to date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular daytime hours.

### **12.07 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 13 - JOB DESCRIPTIONS**

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

The said job description 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.

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

### **13.03**

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

grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

- (c) Any decision to adjust the wage rate in either 13.03 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

### **14.01 Preamble**

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

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

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

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

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

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period

to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

## **ARTICLE 15 - REDUCTION IN WORKFORCE**

### **15.01**

- (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 15.04.
- (b) Where hours are being reduced (not increased), an employee has the option to accept the reduction in hours with no layoff triggered.

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

- Two (2) weeks per year of service to a maximum of sixteen (16) weeks.

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

### **15.04 Bumping**

A laid off employee may bump the most junior employee with the same or lesser hours in their classification or a lower classification 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.

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 the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

**15.05** Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

**15.06** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability & qualifications to perform the duties of the vacant job following a normal orientation period, on the basis of last off first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to reemployment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 15.05 of this Agreement.

**15.07** 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 Chief Shop Steward of the Local and the Union Representative.

## **ARTICLE 16 - SCHEDULING PROVISIONS**

### **16.01**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift

worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place. The Employer may change and employees start and stop times with less than fourteen (14) days' notice in cases of emergency or circumstances beyond the Employer's control, so long as the employee agrees to the change.

- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 21.
  - (i) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
  - (ii) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, 48 hours' notice in writing is given, and provided that there is no increased cost to the Employer.
  - (iii) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (d) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (e) No split shifts shall be worked except in cases of emergency.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Continuous Operation**

The work week shall provide for continuous operation 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.

### **17.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 37.5 hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.
- (b) Employees working 1,827 or more hours per year shall be designated as full-time.
- (c) 1,950 hours shall be the maximum hours worked in a year before overtime rates apply.
- (d) Employees who are required to be on call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (e) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 18.

### **17.03 Rest and Meal Periods**

#### **(a) Rest Periods**

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

#### **(b) Meal Periods**

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

## **17.04 Shift Premiums**

### **Night Shift Premiums**

- a) Employees working the night shift shall be paid a shift differential of \$1.00 per hour for the entire shift worked.
- b) In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

### **Weekend Shift Premiums**

- c) The weekend shift premium shall be seventy-five cents (\$0.75) per hour.
- d) The weekend premium is paid for each hour worked between 11:00PM Friday and 11:00PM Sunday except those beginning work at midnight, who are paid the premium for each hour worked between midnight Friday and midnight Sunday.
- e) Those employees receiving the night shift premium shall not be entitled to receive this weekend shift premium.

## **17.05 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 to be included in the calculation of overtime or any benefit coverage or costs.

## **17.06 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 18 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.

## **ARTICLE 18 - OVERTIME**

**18.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 17.02, or who are requested to work on their scheduled off duty days shall be paid:

- (a) The rate of time-and-one-half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled work day; and double-time thereafter;
- (b) The rate of double-time of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

**18.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 23, the employee shall be paid overtime at the rate of time-and-one-half their basic hourly rate for the first four (4) hours worked beyond eleven-and-one-half (11.5) hours in that day and double-time thereafter.

**18.04** Overtime shall be paid by the end of the next pay period.

**18.05** An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal 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 for the employee in order that they may take a meal break.

- (a) This clause shall not apply to part-time employees until the requirements of Article 18.08 have been met.
- (b) In the case of an employee called out on overtime to work on a scheduled day off this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

**18.06** 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. The Employer will send a letter to the Employee and Union informing the Employee of their removal from the list.

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

**18.07** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases 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.

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

normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

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

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

## **ARTICLE 19- CALLBACK**

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

## **ARTICLE 20 - CALL-IN STATUTORY REQUIREMENT**

Any employee, except those covered by Article 19, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for 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.

## **ARTICLE 21 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS**

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

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

## **ARTICLE 22 - 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 23 - STATUTORY HOLIDAYS**

### **23.01 Statutory Holidays**

Employees will be entitled to the following eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

**23.02** Employees who are required to work on any statutory holiday except for Christmas Day, shall be paid at the rate of time and one-half (1-1/2) in addition to a day off with pay. Employees who are required to work Christmas Day shall be paid at double time (2x) the rate of pay, in addition to a day off with pay.

**23.03** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2)

regularly scheduled days off per week so that employees will receive as many three day breaks during each year as possible.

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

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

**23.06** All employees scheduled to work on any of the statutory holidays as listed in Article 23.01 shall not have their normal hours of work reduced.

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

## **ARTICLE 24 - VACATIONS**

### **24.01 Vacation Entitlement**

All employees shall be credited for and granted vacations earned up to July 1<sup>st</sup> each year, on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to July 1<sup>st</sup> will receive vacation based on total completed calendar months employed to July 1<sup>st</sup>.
- (b) New employees who have not been employed six (6) months prior to July 1<sup>st</sup> will receive a partial vacation after six (6) months service based on the total completed calendar months employed to July 1<sup>st</sup>.
- (c) Employees who have completed one (1) or more years of continuous service shall accumulate the following vacation with pay:
  - Regular full-time employees who have passed their first anniversary shall receive 10 days' vacation up to and

including their 3<sup>rd</sup> year of service.

- Regular full-time employees shall receive 15 days (6%) vacation if over 3 years until the completion of 8 years of service.
- Regular full-time employees shall receive 20 days (8%) vacation if over 8 years of service.
- Regular part-time employees shall receive vacation on a pro-rated basis.
- Casual employees shall receive 4% in lieu of vacation pay except for casual employees hired before June 6<sup>th</sup>, 2014 who shall continue to receive 6%.

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.

### **Entitlements Only Outstanding**

For the purposes of determining vacation entitlement, unpaid leaves of absence shall not constitute a break in service.

### **24.02 Vacation Scheduling**

- (a) Employees shall submit their vacation requests in writing by January 15<sup>th</sup> of each year. The Employer shall respond in writing to employee requests by February 28<sup>th</sup> of the same year.
- (b) Employees shall indicate 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. choice vacation periods.
- (c) Each choice will be awarded based on seniority.
- (d) All first choice requests will be awarded prior to second choices being considered, based on seniority, and so on through each choice request.
- (e) 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.
- (f) Vacation must be awarded in one week blocks when requested by an employee.

(g) 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.

### **24.03 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period when they have requested their vacation period by January 15 of each year.

### **24.04 Vacation Pay**

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

### **24.05 Vacations Carryover**

Employees shall be permitted to carry 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 vacation year.

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

#### **24.06 Vacation Entitlement Upon Dismissal**

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

#### **24.07 Reinstatement of Vacation Days Sick Leave**

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

**24.08** 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.

Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

### **ARTICLE 25 - BEREAVEMENT LEAVE**

Regular employees will be granted up to three (3) days of paid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, miscarriage/stillborn, grandparent, grandchild, in-laws, and any person who lives with an employee as a member of the employees family.

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).

## **ARTICLE 26 - FAMILY RESPONSIBILITY LEAVE**

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

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

## **ARTICLE 27 - SICK LEAVE, W.C.B., INJURY ON DUTY**

**27.01** 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*.

**27.02** Sick leave credits with pay shall be granted on the basis of:

- (a) 10 days sick leave will be allocated to each regular full-time employee on January 1 each year.
- (b) The allocation for part-time employees is to be based on their percentage of full time equivalency.
- (c) Regular employees who commence after January 1 shall have their sick leave pro-rated based upon their scheduled regular hours remaining for the current calendar year.
- (d) Sick leave banks shall accumulate year to year to a maximum bank of two hundred ten (210) hours.

**27.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from

duty because of sickness and employees must notify the Employer prior to their return.

**27.04** 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.

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

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

Sick leave deductions shall be according to actual time off.

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

**27.08** 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.

**27.09** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the

information available to an employee on request.

### **27.10 WorkSafeBC Benefits**

(a) **Benefits While on Compensation**

Employees who are absent from work and in receipt of WorkSafeBC 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 illness or injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

(c) Employees qualifying for WorkSafeBC 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.

(d) Casual employees shall continue to accrue seniority while receiving WorkSafeBC wage-loss benefits based on the average weekly hours worked in the previous twelve (12) months.

### **27.11 Return to Work Programs**

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

(b) The employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.

- (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 28 - 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 29 - EDUCATIONAL LEAVE**

**29.01** 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, including but not limited to tuition fees and course required books, incurred in taking the course and/or examination shall be paid by the Employer.

**29.02** 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 shall not be required to attend in-service education session on their days off. In

exceptional circumstances, shift swaps will be permitted.

All 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.

## **ARTICLE 30 - LEAVE UNPAID**

### **30.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the General Manager and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The fourteen (14) notice period may be waived by the employer where the Leave of Absence is deemed to be an emergency. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **30.02 Unpaid Leave After Three Years**

For every three (3) years' continuous service, a regular employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice with a minimum of two calendar weeks' notice. The duration of the leave of absence shall not exceed one calendar year.

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

### **30.03 Unpaid Leave Affecting Seniority and Benefits**

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

pay rate.

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

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) working days. Said coverage will be at the employee's expense.

### **30.04 Unpaid Leave Union Business**

- (a) Short term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the operation of the department provided; however, that these designated employees shall be paid by the employer for time lost in attending meetings during working hours whenever their attendance is required. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of fourteen (14) days' notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to

- accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
  - (d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.
  - (e) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
  - (f) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **30.05 Public Office**

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

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

**30.06** 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 31 - MATERNITY LEAVE**

### **31.01 Maternity Leave and Parental Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before the date of birth and subsequent to the date of birth shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least four (4) weeks' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least four (4) weeks' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of birth.
- (f) Upon return to work, the employee shall continue in her former position, if it still exists, without loss of any entitlements.

### **31.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty (60) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). The leave period may be extended by an additional



- five (5) weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave.
  - (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
  - (d) Leave taken under this clause shall commence:
    - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;
    - (2) In the case of the other parent, following the birth of the child and conclude within the seventy-eight (78) week period after the birth date of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3.01.

**31.03** Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave.

Health and Welfare coverage shall continue pursuant to Article 30.03. Subsequent to the twenty (20) days coverage in Article 30.03, the Employer's Health and Welfare coverage shall continue (at the option of the employee) provided the employee maintains the cost of the coverage.

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

Employees are entitled to an unpaid leave of absence from work 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.

### **31.05 Leave Respecting Death of a Child**

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

## **ARTICLE 32 - ADOPTION LEAVE**

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for c;p7u up to sixty-two (62) consecutive 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 for leave.

## **ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY**

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

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

**33.03** 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 34 - VACCINATION AND INOCULATION**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation another immunization when deemed necessary by the Medical Health Officer, may be dismissed by the Employer. 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.

## **ARTICLE 35 -OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**35.01** 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 shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.

The Employer and the Union will each appoint no more than three (3) 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.

- 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.
- d) 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.

### **35.02 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.

### **35.03 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.

### **35.04 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.

### **35.05 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.

### **35.06 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 WorkSafe BC Regulations and the Act. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

### **35.07 Employee Workload**

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

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

The Employer is not required to replace absent employees, however the prioritizing of duties or the re-assignment of work shall not result in an unsafe increase in workload for other employees.

### **35.08 Critical Incident Stress Defusing**

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

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

### **35.09 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.

### **35.10 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*.

Employees Right to Know:

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

**35.11** 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.

### **35.12 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.

### **35.13 Protective Clothing and Equipment**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- (b) Staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the employer's expense.
- (c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

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

### **(a) Medical Services Plan**

Eligibility:

Regular Employees after continuous employment for three (3) months. Part-time employees must work an average of 20 scheduled hours per week to be eligible.

Terms:

The facility will pay 100% of Medical Services Plan premiums on behalf of all regular employees.

### **(b) Extended Health, Dental, LTD, Life and AD&D Benefits**

Eligibility:

Regular Employees after continuous employment for three (3) months. Part-time employees must work an average of twenty (20) scheduled hours per week to be eligible.

Post probationary casual and part-time employees with less than twenty (20) scheduled hours per week, 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. Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.

Casual and part-time employees are entitled to Extended Health, Dental, LTD, and Life/AD&D benefits, under the same terms as provided for regular employees, when they fill a temporary full-time or part time position where the appointment is for six months or longer. Casual and part-time employees not already enrolled in the Extended Health and Dental plans will have a three month waiting period before being enrolled in these plans upon commencing the temporary appointment. At the conclusion of the temporary appointment, the employee will have the option of continuing on the benefit plans, at their own expense, or ending their coverage.



Terms:

Enrollment in the Extended Health, Dental, Long Term Disability, Life and Accidental Death and Dismemberment benefit plans is a condition of employment for regular employees who are not members or dependents of another comparable health care plan.

**Premiums for these benefits shall be paid as follows:**

Extended Health:

Employer pays 50%/Employee pays 50%.

Dental, Life/AD&D:

Employer pays 100%.

LTD:

Employee pays 100%.

As employees pay the LTD premiums, LTD benefits are not taxable.

For casual employees, premiums are payable to the Facility by the first day of the calendar month, for coverage that month. Enrollment will be cancelled in the case of a nonpayment of premiums. Casual employees who work more than 950 hours at the facility in a calendar year will be reimbursed for paid Extended Health and Dental plan premiums.

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

**Benefit Review**

The Employer will request that consultants reviewing the current Well Being benefit package consider the implementation of a critical illness benefit and increasing the life insurance benefit to \$50,000 (from the current \$25,000).

## **Retirement Savings Plan**

### **Eligibility:**

Post probationary regular employees are eligible to participate in the Group Registered Retirement Savings Plan.

### **Terms:**

The employee contribution will be deducted from the employee's regular pay on a biweekly basis. Any employer contributions are at a defined level, and require employee contributions to be made before being paid. Both the employee and the employer contributions will be remitted directly to the employee's account with the Group RRSP carrier on a timely basis. The employer will contribute 1% to the employees account when the employee contributes 2% to the account. The details of this plan are set out in a separate document.

## **ARTICLE 37 - PAY DAYS**

**37.01** Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur. Employees currently being paid by cheque at the execution of this agreement shall have the option of continuing such practice.

The statements given to employees with their pay shall include a listing of statutory holiday pay, vacations, overtime, sick leave and an itemized summary of deductions.

When a pay day falls on a nonbanking day, the deposit shall be provided prior to the established pay day.

**37.02** 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:

- If the money owed is less than one-hundred dollars (\$100), the

pay shall be added to the next pay period.

- 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 38 - CONTRACTING OUT**

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the layoff of regular employees within the bargaining unit.

No later than one-hundred-twenty (120) 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 one-hundred-twenty (120) days and will discuss in good faith any suggestions raised by the Union.

Any employees who are laid off as a direct or indirect result of contracting out shall be paid two (2) weeks' pay per year of service to a maximum of sixteen (16) weeks. Employees working less than full-time shall be paid such severance in a proportionate basis.

## **ARTICLE 39 - VARIATIONS**

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

## **ARTICLE 40 - SAVINGS CLAUSE**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective 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 obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

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

## **ARTICLE 42 - EFFECTIVE AND TERMINATING DATES**

### **42.01 Effective and Terminating Dates**

- (i) The agreement shall be effective September 1, 2018 and shall remain in force and be binding upon the parties until August 31, 2021 and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

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

All non-compensatory provisions, wages and benefits shall be

effective from Date of Certification unless otherwise specified in this Collective Agreement.

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

## **ARTICLE 43 - WAGES & RETROACTIVITY**

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

## **ARTICLE 44 - CASUAL ENTITLEMENTS**

- (1) The Employer may call in casual employees to perform work for the following reasons:
  - (a) Relief work in vacancies created by the absence of a regular full-time or regular part time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
  - (d) Intermittent and nonrecurring 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 11.
- (3) Part-time employees may also register for casual work, provided there are no overtime costs.

Where the regular schedule of a part-time employee conflicts with the block of relief work the employee shall be deemed unable to work, except where the assignment is longer than five (5) days the employee shall be relieved of his/her regular schedule at the option of the employee.

Under this Article, the option for part-time employees to be

relieved of their regular schedule shall only be permitted one time in the backfilling. A vacancy created by a part-time employee shall be filled by a casual. Therefore part-time employees shall not have this option on any second vacancy created in the backfilling of the initial vacancy.

A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.

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 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.

- (10) Regular employees (who have not been laid off) may transfer to casual status but shall be restricted from applying on regular postings for a period of three (3) months, unless there is a change in the full-time equivalent (FTE) of ten percent (10%) or more from the position they most recently transferred out of.
- (11) The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
- (12) A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular

employee.

- (13) Casual employees shall receive 6% of their straight-time pay in lieu of scheduled vacations.
- (14) Casual employees shall receive 0.4% for each stat holiday as outlined in Article 23.
- (15) Upon request from the employer, a casual employee will provide the employer with his/her availability to work in writing.
- (16) The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- (17) A casual employee may be removed from the casual list if they have not accepted a shift for a period of three months.
- (18) Where possible, the Employer will block book casual employees to provide coverage for vacations which have been requested and approved during the January 15<sup>th</sup> and February 28<sup>th</sup> (the vacation request period per Article 24.02).
- (19) Consecutive Days off (for Casuals and Part-Time permanent employees only):
- Where possible, when scheduling staff who are working regular daily full shift hours or less in an eight (8) day period, the employee will be scheduled for two (2) consecutive days off.
  - The counting of shifts for the eight (8) day period RESTARTS following any break of two (2) or more consecutive days in the schedule. The first shift worked following the break will be counted as day one (1) in the eight (8) day count.



**ARTICLE 45 - REGISTERED RRETIREMENT SAVINGS PLAN  
(RRSP)**

**Group RRSP**

- 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 1<sup>st</sup> 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 46 - CRIMINAL RECORDS CHECK**

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 any employee

***Well Being Services (SSV) Ltd., Summerland Seniors Village  
/Hospital Employees' Union – Sep 1, 2018toAug31, 2021***

---

covered by this agreement, the full costs of a new Criminal Record  
will be borne by the Employer.

**ADDENDUM #1 – WAGES**

**Appendix A: Hourly wage schedule**

<b>CLASSIFICATION</b>		<b>Rate at Aug 31, 2018</b>	<b>Increase at April 1, 2020</b>	<b>New Rate at April 1, 2020</b>	<b>Rate at Sep 1, 2020</b>
LPN	Start Rate	\$26.53	\$1.85	\$28.38	\$28.61
	1950 hrs	\$27.22	\$1.85	\$29.07	\$29.30
	3900 hrs	\$27.92	\$1.85	\$29.77	\$30.00
RCA - Residential Care & Assisted Living	Start Rate	\$19.90	\$2.75	\$22.65	\$22.96
	1950 hrs	\$20.41	\$2.75	\$23.16	\$23.47
	3900 hrs	\$20.94	\$2.75	\$23.69	\$24.00
Recreation Level 1	Start Rate	\$18.37	\$1.90	\$20.27	\$20.47
	1950 hrs	\$19.54	\$1.90	\$21.44	\$21.64
	3900 hrs	\$20.15	\$1.90	\$22.05	\$22.25
Recreation Level 2	Start Rate	\$21.33	\$0.75	\$22.08	\$22.18
	1950 hrs	\$22.69	\$0.75	\$23.44	\$23.54
	3900 hrs	\$23.40	\$0.75	\$24.15	\$24.25
Cook 1 & 2	Start Rate	\$17.11	\$2.30	\$19.41	\$19.73
	Post Probation	\$17.43	\$2.30	\$19.73	\$20.05
Maintenance		\$20.75	\$1.80	\$22.55	\$22.75
SSW - Food Service Aide	Start Rate	\$13.83	\$2.92	\$16.75	\$17.07
	488 hrs	\$14.76	\$2.92	\$17.68	\$18.00
SSW - Housekeeping	Start Rate	\$13.83	\$2.92	\$16.75	\$17.07
	488 hrs	\$14.76	\$2.92	\$17.68	\$18.00

**Well Being Services (SSV) Ltd., Summerland Seniors Village  
/Hospital Employees' Union – Sep 1, 2018toAug31, 2021**

CLASSIFICATION		Rate at Aug 31, 2018	Increase at April 1, 2020	New Rate at April 1, 2020	Rate at Sep 1, 2020
SSW - Laundry	Start Rate	\$13.83	\$2.92	\$16.75	\$17.07
	488 hrs	\$14.76	\$2.92	\$17.68	\$18.00
Reception	Start Rate	\$16.45	\$2.10	\$18.55	\$18.79
	1950 hrs	\$16.66	\$2.10	\$18.76	\$19.00

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

**ADDENDUM #2**

**RE: 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:

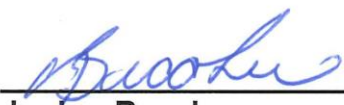
- a) Nursing practice conditions
- b) Safety of residents and staff
- c) Workload

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

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
Janine Brooker  
Negotiator

  
\_\_\_\_\_  
Sean Steele  
Negotiator

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

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

### **ADDENDUM #3**

#### **RE: Attendance Management Program**

---

Well Being Services Ltd. – Summerland Seniors Village will develop an Attendance Management Program and agrees to consult with the Union during development and prior to program implementation.

Such consultation may include, and is not limited to:


- A review of other attendance management programs including those in effect with other bargaining units;
- Any unique circumstances facing different types of workers and the work they perform;
- Determination of a definition of “absence” for the purpose of the program;
- Enumerating the role of the human rights, and protection of privacy legislation in the program;
- Distinguishing between culpable and non-culpable behavior;
- Thresholds for entry into, and progress through, the program.

These consultations are without prejudice to either party’s position with respect to any grievances/arbitrations regarding attendance management issues.

It is further agreed and understood that the Employer shall be the owner of the program and any document or other item used to administer the program and as such, shall retain the right to have final say on the content and process. The Union, in turn, shall retain the right to grieve the administration of the program, in keeping with the relevant articles within the collective agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

  
\_\_\_\_\_  
**Sean Steele**  
Negotiator

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

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

**MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**


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

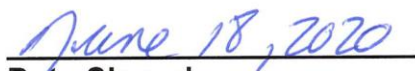
**Re: Job Abandonment**

---

Any employee who fails to report for work and does not notify his/her person in charge within three (3) workdays, 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.


**SIGNED ON BEHALF OF  
THE UNION:**

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

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

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Sean Steele**  
Negotiator

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



**MEMORANDUM OF AGREEMENT #2**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**

**WELL BEING SERVICES (SSV) LTD.  
SUMMERLAND 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 paying agents, and any other item associated with creating a

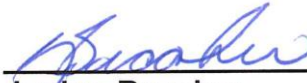
**Well Being Services (SSV) Ltd., Summerland Seniors Village  
/Hospital Employees' Union – Sep 1, 2018toAug31, 2021**

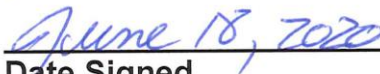
---

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.

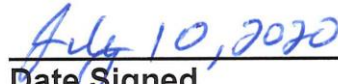
**SIGNED ON BEHALF OF  
THE UNION:**

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

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


**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Sean Steele**  
Negotiator

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

**SIGNATURES ON BEHALF  
OF THE UNION:**

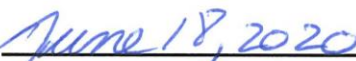
  
\_\_\_\_\_  
**Maire Kirwan**  
Coordinator – Private Sector

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

  
\_\_\_\_\_  
**Angela Johnson**  
Bargaining Committee Member


  
\_\_\_\_\_  
**Deb Sydholm**  
Bargaining Committee Member

  
\_\_\_\_\_  
**Jean Duhamel**  
Bargaining Committee Member

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

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**James Liebenberg**  
President

  
\_\_\_\_\_  
**Sean Steele**  
Negotiator

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