

**COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION**



**AND
WELL BEING SERVICES (WAVE) LTD.
THE WAVERLY OF CHILLIWACK**

October 1, 2018 to September 30, 2021

Note: underlined text is new language for 2018 - 2021

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COLLECTIVE AGREEMENT

BETWEEN:

**WELL BEING SERVICES (WAVE) LTD.
THE WAVERLY OF CHILLIWACK**

AND:

HOSPITAL EMPLOYEES' UNION, representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agent.

ARTICLE 1 - PREAMBLE

1.01 Preamble

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

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

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for 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 bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the

parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

1.03 Personal and Sexual Harassment and Complaints Investigation

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) **Personal harassment is**
 - (1) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Act* of British Columbia or for sexual orientation. These include: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.
 - (2) Deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work

related purpose.

- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:
- (1) sexual solicitation or advance or inappropriate touching or sexual assault;
 - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (d) An employee allegedly being harassed by another employee, a supervisor or a contractor engaged by the Employer may register the complaint in writing to the Owner(s), either directly or through the Union. The Owner(s) shall deal with the complaint with all possible confidentiality and discretion.

The Owner(s) shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated and indicate what action, if any, was taken.

Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance procedure.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agent

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 bi-weekly period after their initial date of employment in the bargaining unit.

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

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

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

Article 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

Article 18.01 - Employer's Notice of Termination

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

Effective immediately, once per calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer to: memberupdates@heu.org.

2.04 Induction

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

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

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 one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

- (4) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department maybe given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.
- (6) It is agreed that Shop Stewards must be current employees at Waverly of Chilliwack.

2.06 Meeting Facilities

The Union shall be permitted to use a meeting room onsite for meetings of the local provided notice is given to the Employer, there is no disruption to operations, and subject to availability.

ARTICLE 3 - DEFINITIONS

3.01 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than two (2) years.

This definition shall apply to the following sections of the Agreement:

Article 30.01 - Compassionate Leave

Article 31 - Special Leave

Article 38.01 - Medical Plan

Article 38.02 - Dental Plan

Article 38.03 - Extended Health Care Plan

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 management of the Employer's business, and the direction of the working forces including the hiring and firing of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of health care is such that at times it may be necessary for an employee to perform work, for a short period of time, not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 6 - LEGAL PICKET LINE

Refusal to cross or to work behind a picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line shall be considered to be absent without pay.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

There shall be a Union/Management Committee. The parties shall keep each other informed at all times of the names of the respective committee members.

7.02 Union/Management Meetings

- (a) 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.
- (b) The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 8.04.

7.03 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or his/her representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Union and the Employer shall exchange written agendas at least one (1) week prior to meetings called under Article 7.02, except an issue may be added to the agenda if it arises after the exchange of agenda but prior to the scheduling of the meeting.

7.04 The Union and the Employer are committed to a process of

working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

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

- 1) Reviewing matters, 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;

7.05 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.

ARTICLE 8 - GRIEVANCE PROCEDURE

Industry Troubleshooter Process:

The parties agree to the inclusion of an Industry Troubleshooter process during this Collective Agreement, as follows:

- The Parties may refer to an Industry Troubleshooter by mutual agreement.
- Any differences arising between the Parties relating to the interpretation, application or administration of this Agreement may be referred to an Industry Troubleshooter.

Industry Troubleshooters include:

- Chris Sullivan
- Irene Holden
- Paula Butler
- Ken Saunders
- Mark Atkinson
- or a substitute agreed to by the Parties.

The Industry Troubleshooter will:

- Investigate the difference;
- Define the issue(s) in the difference;
- Make written recommendations to resolve the difference.

The Industry Troubleshooter will complete the above in ten (10) days of receipt of the written request; or a mutually agreed timeline.

During the time of the Industry Troubleshooter's involvement, time does not run in respect of the grievance procedure.

All decisions of the Industry Troubleshooter shall be non-binding and limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value.

The Parties shall jointly bear the cost of the Industry

Troubleshooter.

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without advising his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient care is not affected.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

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

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution

thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.04 Grievance Procedure

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

STEP ONE:

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

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days

of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

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

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within three (3) business days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

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

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer, without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 Expedited Arbitrations

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (3) As the process is intended to be non-legal, lawyers will not

- be used to represent either party.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
 - (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - (6) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
 - (7) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
 - (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 - (9) The parties shall equally share the costs of the fees and expenses of the arbitrator.
 - (10) The expedited arbitrators, who shall act as sole arbitrators, shall be: Chris Sullivan; H. Laing; J. McEwen; Mark Atkinson; V.L. Ready; or any other arbitrator mutually agreed upon by the parties.
 - (11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
 - (12) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
 - (13) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01 Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the Secretary-Business Manager of the Union fail to settle any

difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

One member is to be appointed by the Committee on Labour Relations, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by appointment from the following list of arbitrators:

1. D. Larson
2. M. Jackson
3. John Hall
4. D.C. McPhillips
5. Mark Atkinson
6. Ken Saunders

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

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

Where the arbitrator who is in line to hear a dismissal/suspension case under this clause advises the Union that his/her next available hearing date is more than two months away, the Union has the right to pursue the next arbitrator in the rotation, and so on, until an arbitrator becomes available who can provide an earlier hearing date.

9.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

9.03 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

9.05 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

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

9.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which he/she would have enjoyed if the

lay-off, suspension or discharge had not taken place.

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

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 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.

10.02 Regular Part-Time Employees

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

10.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum on Casual Employees".

10.04 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 8, Section 8.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four-hundred-and-fifty (450) hours. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. In no case shall a Regular part-time employee's probationary period exceed six (6) calendar months. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

11.02 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.

11.03 Orientation

- (a) Employee shall receive an orientation as outlined by Employer policy commensurate with the skills and experience of the individual employee.
- (b) Employees shall not be working independently until the orientation check list is completed by the Employer or their designate.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

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

12.02 Personnel File

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

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

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

ARTICLE 13 - SENIORITY

13.01 Promotion, Transfer, Demotion, Release

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

- Evaluations.
- Past Performance, including initiative, ability, and competencies.
- 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.

13.02 Qualifying Period

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

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

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

(2) of this Section.

If the employer or employee exercises their right as above, the Employer shall repost the position.

13.03 Temporary Transfer

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

13.04 Transfers

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of his/her prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of his/her prior job.

13.05 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed.

13.06 Re-employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

13.07 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.

13.08 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS

14.01 Job Postings and Applications

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of sixty (60) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than three (3)

- occasions in one (1) calendar year unless it would provide an increase in pay and/or full-time equivalent (FTE).
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
- i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
 - ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy or new job has a duration of less than sixty (60) days, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 13.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made.
- (d) 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, education leave, or special 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.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) An electronic copy of all postings shall be sent to the

Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.

- (g) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 15 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job-descriptions for all jobs and classifications in the bargaining unit.
- (b) The said job-descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

ARTICLE 16 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

16.01 Preamble

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

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

16.02 Definition of Displacement

Any employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

16.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 16.02. The Employer agrees to meet with the Union expeditiously upon the Union's receipt of such notification for the purpose of negotiating the technological change.

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.

16.04 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. Employees shall make a bumping choice within 72 hours of receiving a list of all bumping options from the Employer.

If an employee who transfers to a job under this clause opts out

during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

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.

16.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 13.01 and Article 17.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01

- (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 16.04.
- (b) Where hours are being reduced (not increased), an employee has the option to accept the reduction in hours with no layoff triggered.

17.02

- (a) In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.
- (b) The parties agree to make use of attrition, business growth, job retaining, and/or mechanisms to avoid displacement of

employees. The Employer will take reasonable efforts to avoid reductions in hours, and/or job elimination. If, after exercising reasonable efforts to avoid layoff, it is necessary to conduct a layoff, then such layoff shall be undertaken as set fourth below.

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

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) less than four (4) years' seniority -- thirty-one (31) calendar days;
- (b) four (4) or more years' seniority but less than five (5) years' seniority -- two (2) months;
- (c) five (5) or more years' seniority -- three (3) months;

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

17.05 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 16.04 of this Agreement.

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

Local and the Union Representative.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.01 The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

18.02 Employee's Notice of Termination

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

The period of notice must be for time to be worked and must not include vacation time. The employee terminating employment shall be paid all earned vacation time and any other monies he/she may be entitled to.

18.03 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01

- (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 21. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.

- (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.

It is agreed that for the purpose of Article 19.01 (b), (c) and (d), the consecutive hours off duty between the completion of one work shift and the commencement of the next will be ten (10) hours

- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, 48 hours' notice in writing is given and provided that there is no increase in cost to the Employer. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at

overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

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

20.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be an average of thirty-seven and one half (37.5) hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.

Regular employees scheduled seven-and-one-half (7.5) hours per day with a four (4) on two (2) off rotation, shall be considered regular full-time employees.

- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays plus the applicable Extra Days Off). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-

hundred-and-fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day/hour by which his/her total number of day/hours off falls short of one-hundred-and-fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 21.

- (d) 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 and extra days off, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

20.03 Split Shifts

No split shifts shall be worked except in cases of emergency.

20.04 Rest and Meal Periods

(a) Rest Periods

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

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks.

(b) Meal Periods

Employees working shifts of longer than five (5) hours shall receive a one-half (1/2) hour unpaid meal break.

20.05 Part-Time Work

The Employer shall eliminate, as far as possible, all part-time work.

ARTICLE 21 - OVERTIME

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

- (1) the rate of time-and-one-half (1½) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double-time thereafter;
- (2) the rate of double-time of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 28, the employee shall be paid overtime at the rate of double (2) times the premium statutory holiday rate for all hours worked beyond seven hours (7) in that day.

21.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 21.05 below.

21.05 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime or paid out upon the request of the employee. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the

employee's next regular pay cheque.

21.06 An employee who works two-and-one-half (2-1/2) hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of ten dollars (\$10.00) from the Employer. In the event of religious, dietary, or personal preference, the meal is not available or acceptable, the employee retains the option to receive the meal allowance.

One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.10 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

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

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

21.08 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.

This article shall apply where the normal hours of work are 11 hours per day or other normal hours for regular employees.

21.09 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.

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

21.11 Overtime by Seniority

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

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

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

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

ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS AND IN CHARGE

22.01 Employees working the evening shall be paid a shift

differential of twenty-five cents (\$0.25) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of ninety cents (\$0.90) per hour for the entire shift worked.

22.02 An employee shall be paid a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday and a premium of forty cents (\$0.40) per hour for each hour worked on a statutory holiday.

22.03 Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

22.04 An RN specifically designated by the Employer to be in charge of the facility will be paid \$1.50 per hour.

22.05 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 be included in the calculation of overtime or any benefit coverage or costs.

ARTICLE 23 - CALL-BACK

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 24 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 23, 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 25 - ON-CALL DIFFERENTIAL

25.01 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 21 at a minimum of two (2) hours.

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

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

ARTICLE 26 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

(a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position they are relieving for any and all hours worked in the higher rated position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one

(1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

(b) 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 27 - TRANSPORTATION ALLOWANCE

27.01 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.

27.02 Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 Statutory and Other* Holidays

Regular full-time employees will be entitled to thirteen (13) holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

28.02 When an employee has been on sick leave that is inclusive

of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

28.03 Employees who are required to work on a statutory holiday shall be paid at the rate of time and a half (1/2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

28.04 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.

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

28.06 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.

28.07 Except as otherwise provided in this Agreement, Employees on leave of absence excluding vacation, will not be eligible for paid holidays.

28.08 For the purposes of holiday, the night shift is the first shift of the day.

ARTICLE 29 - VACATIONS

29.01 Vacation Entitlement

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

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service - 15 work days' vacation

5 years' continuous service - 20 work days' vacation

15 years' continuous service - 25 work days' vacation

This provision applies when the qualifying date occurs before July 1st in each year.

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.

29.02 Vacation Schedules

- (a) Employees shall submit their vacation requests in writing by January 15th of each year. The Employer shall respond in writing to employee requests by February 28th of the same year.
- (b) Employees shall indicate 1st, 2nd, 3rd, 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 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.
- (h) Vacation schedules, once posted, shall not be changed except in the case of emergency with mutual agreement of the employer and Employee.

29.03 Vacation Period

Vacation time earned up to July 1st as indicated in Article 29.01 shall be granted as follows:

- Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
- Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority.

29.04 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.

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

29.05 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

29.06 Vacations Carry-Over

- (a) 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:
- (b) Employees with one (1) year or more of employment service must take at least ten (10) days of vacation in the current vacation year.
- (c) Employees with five (5) years or more of employment service must take at least fifteen (15) days of vacation in the current vacation year.
- (d) Days carried over must be scheduled by June 30th and taken by December 31st of the year following the year in which the days were earned.
- (e) Carried over vacation must be taken before the current years' vacation is used.

29.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 29.01.

29.08 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.

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

period so displaced rescheduled with pay at a mutually agreeable time.

ARTICLE 30 - BEREAVEMENT LEAVE

30.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, miscarriage/stillborn child, grandparent, grandchild, legal guardian, ward, in-laws and any person who lives with an employee as a member of the employees family.

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

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

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, or other celebrations of life).

30.02 Compassionate Care Leave

Family member for purposes of this article means a member of an employee's immediate family, as defined in *The Employment Insurance Act*.

An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to

a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after the date the certificate is issued or the date the leave began, if the leave began before the date of the certificate is issued.

The employee must give the employer a copy of the certificate as soon as practicable. A leave under this section ends on the last day of the week in which the earlier of the following occurs: the family member dies or the expiration of 26 weeks or other prescribed period from the date the leave began.

If an employee takes a leave under this section and the family member does not die within the period referred to above, the employee may take a further leave after obtaining a new certificate. Employees may reference the *Employment Insurance Act* or Service Canada websites for more information and all components of this Article will be consistent with the *Employment Insurance Act*.

ARTICLE 31 - SPECIAL LEAVE

For every period of four (4) calendar months of service during which an Employee does not utilize any sick leave, an Employee shall receive one (1) regular day off with pay, to be used for any purposes. The four calendar month period will be measured from the first day of the calendar month immediately following the calendar month in which sick leave was utilized.

The Employees may accumulate special leave days without limitation and these may be carried forward from year to year. Special leave may be taken, in accordance with the number of days accrued, at any time at the Employees discretion, subject to operational requirements.

Special leave days may not be taken until they have been earned.

All unused special leave days shall be paid out to the employee upon termination of employment.

ARTICLE 32 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

32.01 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness or injury, and employees must notify the Employer of the date of return to duty from a long term illness (21 days or more), no less than seven (7) days in advance of that date where possible, in order that relief scheduled for that employee can be notified.

32.02 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.

32.03 WorkSafeBC Benefits

(a) Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board, that he/she is unable to perform his/her duties and the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident.

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of

sick leave credits, that the employee was not granted sick leave with pay.

(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, seven days in advance of that date, whenever possible, in order that relief scheduled for that employee can be notified.

32.04 Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

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

Sick leave deductions shall be according to actual time off.

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

32.07 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.

32.08

- a) Employees working 20 hours per week who have completed their probationary period shall be compensated at seventy percent (70%) of their regular pay for five (5) days in a calendar year. These days shall be non-cumulative.
- b) After one year of service, employees working 20 hours per week who have utilized five (5) days in one calendar year shall receive seventy percent (70%) of their regular pay commencing on the seventh (7th) day of each incident until the 17th week of each incident.
- c) Effective January 1, 2005, an employee may opt to use their unused sick leave as a substitute for the above noted plan on any day on which they are absent due to illness, in which case one day will be deducted from the employee's sick leave accumulation for every day on which the substitution occurs.
- d) An employee who is permanently laid off by the employer is entitled to be paid forty percent (40%) if their unused sick leave accumulation at the time of the layoff.
- e) Employees on staff on the date of ratification who are covered by the current sick leave plan shall also be covered by the above sick leave plan.

ARTICLE 33 - EDUCATION LEAVE

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

33.02 In-Service Education

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

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.

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

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

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

ARTICLE 34 - JURY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed

his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 35 - LEAVE - UNPAID

35.01 Unpaid Leave

- (a) Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice whenever possible to minimize disruption of staff. The fourteen (14) days may be waived by the Employer where the Leave of Absence is deemed to be urgent or an emergency. The Employer shall make every reasonable effort to comply with such requests subject to operational requirements. Notice of the Employer's decision shall be given in writing as soon as possible.
- (b) 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.

35.02 Unpaid Leave - After Three Years

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

35.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

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

Article 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02.

- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

35.05 Unpaid Leave - Public Office

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

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

ARTICLE 36 - MATERNITY LEAVE

36.01 Pregnancy shall not constitute cause for dismissal.

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.

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

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 thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 35.03.

Effective the signing date of this agreement, leave of absence for maternity may be taken for a period not to exceed seventy-eight (78) weeks.

For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance the leave the employee shall be entitled to the maternity/parental leave benefits set forth in the *Employment Standards Act*.

36.02 Parental Leave

An employee shall be eligible for parental leave of up to sixty-two

(62) consecutive weeks without pay or sixty (60) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 36.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

Where both parents are employees of the Employer, the employees shall determine the appointment of the sixty-two (62) weeks parental leave between them (or sixty (60) consecutive weeks in the case of birth mother who takes maternity leave under Article 31). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

ARTICLE 37- ADOPTION LEAVE, DISAPPEARANCE & DEATH OF A CHILD

37.01 Adoption

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

37.02 Leave Respecting the Disappearance of a Child

Employees are entitled to an unpaid leave of up to the maximum set out in the *Employment Standards Act* in the even 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.

37.03 Leave Respecting Death of Child

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

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

ARTICLE 38 - HEALTH CARE PLANS

Part-time employees who are not currently enrolled must work twenty (20) hours per week to be eligible for coverage in the following Health Care Plans. All part-time employees currently enrolled shall continue to be eligible.

38.01 Medical Plan

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

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

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

38.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and fifty percent (50%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,000 per patient with no run-offs for claims after termination.
- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay sixty percent (60%) of the premium.

38.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under a comparable extended health plan to the one effective on January 1, 2010.

The Employer will provide "My Drug Plan" with SunLife Financial which provides for a tiered formulary reimbursement plan.

- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care shall be two-hundred dollars (\$200) every two years.

There will be eye exam coverage to a cost of ninety dollars (\$90) every two years for adults and every one year for anyone under 18 years of age.

- (c) Psychologist will be added to the paramedical coverage as of date of ratification.

38.04 Registered Retirement Saving 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 (1/2) the contributions made by each employee to a maximum of 1%.
3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
4. The Employer will administer the Plan.
5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.
6. Employees shall be able to increase their contributions rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deductions.
7. RRSP benefits can be withdrawn upon resignation/termination or retirement.
8. Employees shall receive an annual statement indicating the annual deductions/deposits and Plan balance.

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN

39.01 The Employer shall provide a mutually acceptable long-term disability insurance plan.

39.02 The plan shall be mandatory and shall cover post-probationary employees. The Plan shall provide Employees with

two-thirds salary continuation for a maximum \$3,500 per month after a waiting period of 17 weeks has expired, in the event of a disability as defined in the Addendum.

39.03 The plan shall be as provided as per the Employer's Benefit Plan - Group Life and Long-Term Disability Insurance Plans, to be drafted by the parties at the time that the plan is to come into effect. Any dispute over the terms of the Plan shall be adjudicated by an Arbitration Board pursuant to Article 9.01.

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

ARTICLE 40 - GROUP LIFE INSURANCE

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

40.02 Effective Date of Certification, the plan shall provide \$25,000 insurance coverage for post-probationary employees, \$2,000 for a spouse and \$1,000 for a child.

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

40.04 The plan shall also include coverage for accidental death and dismemberment to a maximum \$10,000.

40.05 The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.

40.06 The Employer shall pay seventy-five percent (75%) of the premium.

ARTICLE 41 - PENSION

Regular employees shall have the option of contributing to an R.R.S.P. fund of the employee's choice within the plan. The Employer will match the amount contributed by the employee to a maximum of two percent (2%) of their income.

ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE

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

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

ARTICLE 43 - UNIFORMS

43.01 Uniforms

The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 44 - PREVIOUS EXPERIENCE

44.01 Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

44.02 A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 45 - MORE FAVOURABLE RATE OR CONDITION

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

ARTICLE 46 - PAY DAYS

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

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the pay shall be given prior to the established pay day.
- (c) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.

46.02

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:

- (a) If the money owed is less than one-hundred dollars (\$100), the pay shall be added to the next pay period.
- (b) 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 47 - BADGES AND INSIGNIA

Employees shall be permitted to wear Union pins or Shop Steward badges.

Employees shall be permitted to wear pins and caps from recognized health care organizations.

ARTICLE 48 - BULLETIN BOARDS

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 49 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 50 - UNION ADVISED OF CHANGES

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

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

ARTICLE 51 - EMPLOYER PROPERTY

51.01 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.

51.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.

51.03 All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that

the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 52 - VACCINATION AND INOCULATION

52.01 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.

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

ARTICLE 53 - OCCUPATIONAL HEALTH AND SAFETY

53.01 Occupational Health and Safety Committee

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the 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.

In addition to the Joint Union-Employer Occupational

Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Occupational Health and Safety Regulations.

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

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation

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

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

53.02 Aggressive Patients/Residents

When the Employer is aware that a patient/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to a patient's/resident's aggressive behaviour will be provided by the Employer.

The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents. It is understood that this provision is at no cost to the Employer.

53.03 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 or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and

products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

- (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.

53.04 Right to Refuse Unsafe Work

- (a) No employee shall be directed to work in an area or under conditions which may jeopardize his/her health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments.
- (b) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.

53.05 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.

53.06 Protective Clothing and Equipment

- (a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, footwear, and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots, and shoes.
- (b) All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.
- (c) All such clothing, tools, equipment, and footwear shall

comply with applicable Workers' Compensation Board regulations concerning same.

53.07 Working Alone or in Isolation

The Employer will ensure there is a check-in program for those who work alone under which conditions which present a risk of disabling injury as outlined in the WorkSafe BC Regulations. This will be done in consultation with both those employees who work alone and the members of the Occupational Health and Safety Committee.

53.08 Employee Workload

Where the absence of one or more employees may create an increase in the workload for other employees, the employer will resolve the matter by:

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

The prioritizing of duties or the re-assignment of work shall not as a rule result in an unsafe workload for other employees.

An employee who believes her workload is unsafe or excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved the employee may also seek remedy by means of the grievance procedure or refer safety related workload concerns to the Occupational Health and Safety Committee for investigation.

53.09 Critical Incident Stress Defusing

A workplace critical incident is an event (i.e. an 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 of 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.

53.10 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence, for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

53.11 Communicable Disease

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate, and the provision of any available precautionary treatments. As per the *Worker's Compensation Act*, the Employer will keep written records of all employees exposed to infectious diseases.

ARTICLE 54 - CONTRACTING OUT

The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by members of the HEU within

the facility, except where an emergency exists.

ARTICLE 55 - VOLUNTEERS

It is agreed that Volunteers may have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 56 - PRINTING OF THE AGREEMENT

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

The Agreement shall be printed in a Union shop and bear a recognized Union label.

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 57 - VARIATIONS

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

ARTICLE 58 - 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 9 of the Collective Agreement.

ARTICLE 59 - EFFECTIVE AND TERMINATING DATES

59.01 Effective and Terminating Dates

- (i) The Agreement shall be effective from October 1, 2018 and shall remain in force and be binding upon the parties until September 30, 2021 and from year to year thereafter unless terminated by either party on written notice served during the month of June 2021.
- (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.

59.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from date of ratification unless otherwise specified in this Collective Agreement.

59.03 It is agreed that the operation of Subsection 2 of Section 66 of the *Labour Code* of British Columbia is excluded from this Agreement.

ARTICLE 60 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

60.01 Employees shall be compensated in accordance with the

applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

60.02 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from October 1, 2018 to September 30, 2021.

ARTICLE 61 - PARKING

The Employer agrees to continue to provide, free parking for employees.

ARTICLE 62 - RESTRICTED USE OF NON-BIODEGRADABLE MATERIAL

The Employer agrees not to use non-biodegradable or disposable materials except where no substitute exists.

ARTICLE 63 - TOOLS AND EQUIPMENT

Where reasonable proof is provided, the Employer agrees to replace any tools or equipment supplied by employees which become worn, broken, lost, or stolen in the course of their employment.

ARTICLE 64 - EMPLOYEE ASSISTANCE PROGRAM

The parties agree that any program introduced will be by mutual agreement. The parties further agree that any program introduced will be for the benefit of all employees. In developing the program the following principles shall apply:

1. Participation in the program shall be voluntary.
2. The Employer shall not be permitted to refer employees to the program or to require participation of employees in the program.

3. The confidentiality of all participants in the program shall be guaranteed.
4. The Employer shall not have access to the records or the names of individuals participating in the program.
5. The cost of the program shall be borne by the Employer.

ARTICLE 65 - INDEMNITY

65.01 The Employer shall insure to:

- (a) exempt and save harmless from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from such action.

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

ARTICLE 66 - PROFESSIONAL RESPONSIBILITY

Professional Responsibility for RNs and LPNs to read as follows:

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

- A. Nursing practice conditions;
- B. Safety of residents, RNs and LPNs; and
- C. Workload.

Step One:

An RN or LPN with a concern will discuss the matter with her/his excluded supervisor or designate with the objective of resolving the concern. At her/his request, the employee may be accompanied by a shop steward.

Step Two:

If the matter is not resolved to her/his satisfaction, the employee may submit the complaint in writing to her/his excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of her/his discussion with her/his excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Step Three:

If the matter is not resolved to the employee's satisfaction, the employee may re-submit the written complaint to the Administrator, the Head of Nursing, and the Union. The Administrator and/or the Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Administrator and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

If the matter is not resolved to the employee's satisfaction, the issue may be referred to the Labour/Management committee meeting for further discussion.

ARTICLE 67 - 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 an employee covered by this agreement, the full cost of a new Criminal Record will be borne by the Employer.

THE WAVERLY VENTURES LTD. – WAGE SCHEDULE

Classification		at Sep 30, 2018	Increase at April 1, 2020	Rate at April 1, 2020	As Oct 1, 2020
LPN	start	\$26.22	\$ 1.83	\$28.05	\$28.25
	6 months	\$26.57	\$ 1.83	\$28.40	\$28.60
	12 months	\$27.97	\$ 1.83	\$29.80	\$30.00
RCA	start	\$19.04	\$ 3.55	\$22.59	\$22.99
	6 months	\$19.32	\$ 3.55	\$22.87	\$23.27
	12 months	\$20.05	\$ 3.55	\$23.60	\$24.00
Activity Aide	start	\$19.04	\$ 2.26	\$21.30	\$21.55
	6 months	\$19.32	\$ 2.26	\$21.58	\$21.83
	12 months	\$19.74	\$ 2.26	\$22.00	\$22.25
RN	1)	\$30.17	\$ 4.99	\$35.16	\$35.71
	2)	\$31.79	\$ 4.99	\$36.78	\$37.33
	3)	\$33.27	\$ 4.99	\$38.26	\$38.81
	4)	\$34.50	\$ 4.99	\$39.49	\$40.04
	5)	\$35.57	\$ 4.99	\$40.56	\$41.11
	6)	\$36.88	\$ 4.99	\$41.87	\$42.42
Cook	start	\$18.86	\$ 0.77	\$19.63	\$19.72
	6 months	\$19.13	\$ 0.77	\$19.90	\$19.99
	12 months	\$20.20	\$ 0.77	\$20.97	\$21.06
Dietary Aide	start			\$15.74	\$15.82
	6 months			\$16.30	\$16.38
	12 months			\$17.92	\$18.00
Housekeeping / Laundry	start			\$15.74	\$15.82
	6 months			\$16.30	\$16.38
	12 months			\$17.92	\$18.00

Existing Staff

Classification		at Sep 30, 2018	Increase at April 1, 2020	Rate at April 1, 2020	As Oct 1, 2020
Dietary Aide	start	\$16.35	\$ 0.67	\$17.02	\$17.10
	6 months	\$16.91	\$ 0.67	\$17.58	\$17.66
	12 months	\$18.53	\$ 0.67	\$19.20	\$19.28
Housekeeping / Laundry	start	\$16.35	\$ 0.67	\$17.02	\$17.10
	6 months	\$16.91	\$ 0.67	\$17.58	\$17.66
	12 months	\$18.53	\$ 0.67	\$19.20	\$19.28

Retroactive lump sum: \$0.60 per hour for all hours worked following collective agreement expiry date of September 30, 2018 to date of ratification April 1, 2020.

ADDENDUM - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (A) vacation relief;
 - (B) sick leave relief;
 - (C) education relief;
 - (D) maternity leave relief;
 - (E) compassionate leave relief;
 - (F) union business relief;
 - (G) educational leave relief;
 - (H) such other leave relief as is provided by the Collective Agreement; or
 - (I) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
 - (i) regular employees working overtime; or
 - (ii) assigning regular part-time employees to do that work; or
 - (iv) filling the position pursuant to the provisions of Article 14.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.
2. Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.
3. (a) Casual employees shall be called in to work in the order

of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than two (2) departments except where the Employer and the Union otherwise agree in good faith.

- (b) Part-time employees may also register for casual work provided there are no overtime costs and shall be called in order of seniority for both part-time and casual employees. Part-time employees must provide their availability consistent with this article.
- (c) 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.

- 4. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within two (2) calendar months, that position shall be posted and filled pursuant to the provisions of Articles 13, 14.01 and 17 of the Collective Agreement.
- 5. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- 6. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (A) Article 11 - Probationary Period;
 - (B) Clauses 13.02, 13.03, 13.04, 13.05, 13.06, 13.07,

- and 13.08 - Seniority;
- (C) Clause 14.01(c) - Job Postings and Applications;
- (D) Article 16 - Technological, Automation and Other Changes;
- (E) Article 17 - Reduction in the Work Force;
- (F) Article 18.01 - Employer's Notice of Termination;
- (G) Article 19 - Scheduling Provisions except clause 19.01(e);
- (H) Clauses 21.08 and 21.09 of Article 21 - Overtime;
- (I) Clause 29.03 of Article 29 - Vacations;
- (J) Article 30 - Bereavement Leave;
- (K) Article 31 - Special Leave;
- (L) Article 32 - Sick Leave, WCB, Injury-On-Duty;
- (M) Article 33 - Educational Leave;
- (N) Article 34 - Jury Duty;
- (O) Article 35 - Leave - Unpaid;
- (P) Article 36 - Maternity Leave;
- (Q) Article 37 - Adoption Leave;
- (R) Article 38 - Health Care Plans;
- (S) Article 39 - Long-Term Disability Insurance Plan;
- (T) Article 41 - Pension;

7. Casual employees shall accumulate seniority on the basis of the number of hours worked.
8. The manner in which casual employees shall be called to work shall be as follows:
- (a) The Employer shall maintain both:
 - (i) a Collective casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and
 - (ii) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of

hours worked.

- (b) The Employer shall call or text only those casual employees who are registered on the casual call in list, with the required qualifications consistent with Article 13.01 for the work required to be done at a number provided by the employee. The Employer shall commence by calling or texting the most senior employee in the registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, or text message, the employee shall be recalled after two (2) minutes or given two (2) minutes to respond, and if it is still busy or no response, then the next person on the list shall be called.
- (c) All such 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 the log and shall be entitled to make copies.
- (d) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (e) Upon request from the Employer, a casual employee will provide the Employer with his/her availability prior to the beginning of each month. This availability shall be provided by the 20th of each month. Employees who do not provide this availability may not be called for the periods where

no availability is provided. An employee who is registered on the casual list who refuses work opportunities on five (5) occasions in a three month period where they have indicated availability may be removed from the casual list.

- (f) Casual employees are expected to work a minimum of 225 hours in a calendar year. A casual employee may be removed from the casual list and their employment will be terminated if they fail to work 225 hours in a calendar year where they had indicated availability. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee 225 hours over the 12 month period. A casual employee shall be afforded the opportunity to rebut such presumption and demonstrated that there was an acceptable reason for not having worked the required hours.
- i. Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours to that point in the year will be notified of the number of hours so far worked in that year.
 - ii. All casual employees shall receive a letter of appointment immediately upon recruitment specifically confirming their employee status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature subject to the Casual Addendum 7(e). The letter shall state specifically that in order for the casual employee to maintain employment, the casual employees shall work a minimum of 225 hours over any calendar year, pro-rated for partial years of employment.

9. Casual employees shall not be dismissed except for just and proper cause.

10. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
11. (a) The Collective casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- (c) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
- (i) of the Collective casual seniority list; and
 - (ii) of each classification registry maintained by the hospital.
12. (a) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve the remainder of the probationary period of up to four-hundred-fifty (450) hours of work, not to exceed six (6) months. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed

probation under this clause and who successfully bids into a regular position, shall serve the remainder of the probationary period pursuant to Article 11 of the Collective Agreement concurrently with the qualifying period outlined in Article 13.02.

- (c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 11.
- (d) 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.
- (e) Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.

13. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- (a) dividing his/her number of seniority hours by a factor of 7.0 which shall be deemed to be the number of days worked;
- (b) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

14. Casual employees shall receive 4% of their straight time pay in lieu of scheduled vacations.

15. Casual employees shall receive 0.4% for each stat holiday

as outlined in Article 28.

16. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other 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. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (a) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714; and then
 - (b) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.0.
17. (a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 15 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum, Part-Time Employees.
- (b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.
18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
19. Casual employees who accept a shift have the same obligation to report to work as a regular employee.

20. Casual employees are entitled to Extended Health, Dental, LTD, and Life/AD & D benefits when they fill a temporary full-time or part-time position, when the appointment is for six (6) months or longer and the employee is scheduled to work more than twenty (20) hours per week for the duration of the temporary assignment. Any required employee contributions to the plan premiums will be specified in the appointment letter.

Part-time and casual employees, who do not meet eligibility, and who have completed their probationary period, may enrol in the Extended Health and Dental Care Plans provided the employees pay the premiums in advance. Premiums shall be 100% employee paid.

21. **Block Booking**

Between January 15 and February 28 (vacation request period per Article 25.03), the Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.

22. Consecutive days off (for casual 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.

ADDENDUM – PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 10.02, Regular Part-time Employees shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

(a) **Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Article 29.01; that is, six percent (6%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 29.01.

(b) **Statutory Holidays**

Regular part time employees will receive 5.2% on each pay cheque in lieu of the day off.

(c) Sick Leave – See Article 32.

(d) Special Leave – See Article 31.

(e) **Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

(f) **Increment Progression**

Based on calendar length of service with the Employer.

(g) **Seniority**

Applicable on a proportionate basis.

In regards to (a) and (b) those part-time employees receiving a higher credit than would be allotted for will continue to receive that credit.

Part-time employees hired after September 13, 2010 will have the accrual for (a) and (b) allotted as per the specific language contained within (a) and (b).

MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (WAVE) LTD.
THE WAVERLY OF CHILLIWACK**


RE: Coffee Breaks

It agreed that the Employer shall continue to provide the following to all employees in the bargaining unit:


Coffee and Toast	No charge
Meals:	Breakfast \$2.50
	Lunch \$3.50
	Supper \$2.50

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**




Janine Brooker
Negotiator



Tony Arimare
Negotiator



Date Signed



Date Signed

MEMORANDUM OF AGREEMENT #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (WAVE) LTD.
THE WAVERLY OF CHILLIWACK**

RE: Job Sharing

The Parties agree to a Job Sharing process during this Collective Agreement, as follows:

Preamble

- 1) Job Sharing shall only be possible when an employee holding a single full-time position has requested it.
- 2) There will not be any increased cost to the Employer, including benefit costs.
- 3) The decision and approval for any job share request is at the sole discretion of the Employer.
- 4) Each job share arrangement shall be subject to a specific written and signed agreement between the Employer and the Union.
- 5) This Memorandum of Agreement and any job share arrangements or decisions shall not be subject to the grievance procedure.

Participation

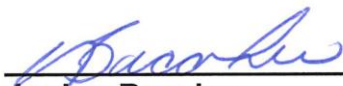
- 6) Any employee may request a job sharing arrangement in writing to the Employer and the Union.
- 7) If the Employer is willing to consider this request, a notice for an expression of interest will be posted and employees may apply to be considered for the job share arrangement.
- 8) If more than one qualified employee, as per Article 12.01, expresses an interest, then seniority shall apply.

- 9) There shall be a trial period of thirty (30) calendar days to ensure the job share will be successful. Any vacancy created by the job share, shall not be posted until the completion of the trial period.
- 10) Where a vacancy is created as a result of an employee being successful in a job share, the vacancy shall be treated in accordance with the Collective Agreement.
- 11) A shared position shall in all respects, with the exception that it is held by two individuals, be treated as though it is a single position with regard to scheduling and job descriptions.
- 12) Job share partners shall relieve for each other for all scheduled absences including annual vacation.

Terminating the Job Share Arrangement

- 1) Either employee participating in the job share arrangement or the Employer may cancel the job share arrangement for any reason with thirty (30) days' notice.
- 2) The original owner of the full-time regular job being shared, shall have the first opportunity to revert back to that job. After which the job will be posted.
- 3) If the original owner chooses to take back their full-time job, the remaining job share employee may post into a vacancy in accordance with Article 12.01, or revert to casual status or resign.
- 4) There are no bumping rights in the job sharing arrangement.

**SIGNED ON BEHALF OF
THE UNION:**




Janine Brooker
Negotiator

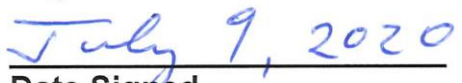


Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Tony Arimare
Negotiator



Date Signed

MEMORANDUM OF AGREEMENT #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (WAVE) LTD.
THE WAVERLY OF CHILLIWACK**

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 standard benefits package for employees.

**Well Being Services (WAVE) Ltd., The Waverly of Chilliwack /
Hospital Employees' Union – Oct 1, 2018 to Sep 30, 2021**


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

**SIGNED ON BEHALF OF
THE UNION:**


**SIGNED ON BEHALF OF
THE EMPLOYER:**




Janine Brooker
Negotiator



Tony Arimare
Negotiator



Date Signed



Date Signed

**SIGNATURES FOR THE
UNION:**

**SIGNATURES FOR THE
EMPLOYER:**



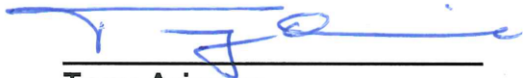
Maire Kirwan
Coordinator – Private Sector



James Liebenberg
President



Janine Brooker
HEU Negotiator



Tony Arimare
Negotiator



Cynthia Parker
Bargaining Committee Member



Deanna Devauld
Bargaining Committee Member

Date: June 18, 2020

Date: July 9, 2020