

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

**Well Being Services (LSV) Ltd.
Langley Seniors Village**

February 1, 2019 to January 31, 2022

Note: underlined text is new language for 2019 - 2022

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PREAMBLE

Whereas the right of the residents to uninterrupted, skilful and efficient attention cannot be questioned, and it is obligator 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 witnessed that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1

1.01 No Discrimination

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

1.02 Complaints Investigation

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to

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

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

Article 7.04 - Grievance Procedure

Article 7.08 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

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

By no later than the 15^h of each month, The Employer shall electronically provide the Union's Provincial Office with a list of all employees hired, including their name, employee number, date of hire, the Union dues paid for each month, 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.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority

in accordance with the provisions of Article 2.02.

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

Twice every calendar year the Employer shall electronically provide to the Servicing Representative of the Union and the Secretary-Treasurer of the Local, a list of all employees in the bargaining unit, their job titles, status, seniority and addresses and their telephone numbers known to the Employer.

2.04 Induction

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

During the new hire orientation for new employees, the union Chief Shop Steward or designate and new employee(s) shall be given the opportunity to meet, without loss of pay, not to exceed fifteen (15) minutes to discuss union business. The Chief Shop Steward or designate may provide to the new employee(s) a copy of this agreement and/or other materials prepared by the union.

2.05 Shop Stewards

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

- 1) Shop Stewards may be appointed by the Union on the basis of a minimum three (3) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

2.06 Badges and Insignia

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

2.07 Bulletin Boards

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the union.

The Employer will provide on-site space for a glass-enclosed, locking bulletin board and/or file cabinet provided by the Union for the sole use of the Union. The Union shall bear the cost of purchasing the glass-enclosed bulletin board and/or filing cabinet.

2.08 Notice of Union Representative Visits

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

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

(b) The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided notice is given to the Employer and subject to availability.

ARTICLE 3 - DEFINITIONS

3.01 Common-Law Spouse

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

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

3.02 Emergency

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - LEGAL PICKET LINE

5.01 Strikes or Lockouts

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

5.02 Legal Picket Lines

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

ARTICLE 6 – DISCUSSION OF DIFFERENCES

6.01 The Union and the Employer are committed to a process of working together with the common goals of anticipating and

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

Such meetings may discuss issues, 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;

6.02 The Labour Management Committee shall consist of:

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

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

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

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

6.03 Union/Management Meetings

The committee meeting shall normally be held every second

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

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

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

7.02 Grievance Investigation

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

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) Attending meetings called by management
- (c) Investigation of employee complaints of an urgent nature.

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

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

If an employee elects Union representation, then the meeting will not proceed until such representation is available, providing that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours.

7.04 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued if there have been no further infractions. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

7.05 Evaluation Reports

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

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

Employees shall have the right to rebut in writing any evaluation. Such rebuttals, other than grievances, shall be attached to the evaluation and placed in the personnel file. Rebuttals must be submitted along with the signed evaluation during the aforementioned seven (7) day period.

7.06 Personnel File

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

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

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

7.07 Grievance Procedure

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

Step 1

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

Step 2

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

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

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

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

Step 3

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

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

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

7.08 Dismissal/Suspension for Alleged Cause

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

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

7.09 General/Policy Grievance

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 3 of the grievance procedure outlined in Article 7.07 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

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

7.11 Time Limits

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

7.12 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
- 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.

7.13 Expedited Arbitrations

- (1) By mutual agreement, the parties may refer a grievance to Expedited Arbitration
- (2) The location of the hearing is to be agreed to by the parties

but will be at a location central to the geographic area in which the dispute arose.

- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (6) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within ten (10) working days of the hearing.
- (7) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (9) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (10) In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:
 - Chris Sullivan
 - Ken Saunders
 - Irene Holden
 - Mark Atkinson

- Dalton Larson
- M Jackson
- John Hall
- Dave McPhillips

(11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.

(12) Neither party will appeal the decision of the Arbitrator

ARTICLE 8 - ARBITRATION

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

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

- Chris Sullivan
- Irene Holden
- Emily Burke
- Mark Atkinson

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

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

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

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employees

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

9.02 Regular Part-Time Employees

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

9.03 Casual Employees

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

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure. In the event that it is determined that an employee has been improperly

classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four-hundred-and-fifty (450) hours worked. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. The test for rejection will be the test of suitability of the probationary employee for continued employment in the position to which she has been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance.

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

10.03

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

ARTICLE 11 - JOB POSTING

11.01 The Employer shall post notice of all vacancies describing

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

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30 calendar days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days. A regular employee may not bid on more than three (3) temporary positions in a year unless it would provide an increase in rate of pay and/or full-time equivalent (FTE).

The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) calendar days or while the posting process is underway and until the final selection is made. An electronic copy of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

The Employer shall, within five (5) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy of new job was posted.

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

11.02 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before

each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

11.03 Float Pool

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

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

ARTICLE 12 - SENIORITY

12.01 Promotion, Transfer, Demotion

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

- (i) Evaluations
- (ii) Past performance, including initiative and ability
- (iii) Required qualifications

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

12.02 Qualifying Period

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

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

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

12.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion

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

12.04 Seniority Dates

Seniority lists shall be reviewed and posted every six (6) months. Such seniority dates shall be subject to correction for error on proper representation by the Union. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

12.05 The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.

12.06 Supervisory or Military Service

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

ARTICLE 13 - JOB DESCRIPTIONS

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

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

Prior to implementing a change in job descriptions, the employer will provide notice to the Union and, upon written notice, meet to

review this change with the Union and consider input and alternatives proposed by the Union. This review shall not delay implementation of the change.

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

13.03

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Preamble

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

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

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

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

The Employer and the union shall meet within fourteen (14) days of the date of the notice.

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.

14.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14 and Article 15.

ARTICLE 15 - REDUCTION IN WORK FORCE

15.01 The parties agree to make use of attrition, business growth, job retraining, and/or mechanisms to avoid displacement of employees. The Employer will exercise reasonable efforts to avoid reductions in force, reductions in hours, and/or job elimination. If after exercising reasonable efforts to avoid layoff, it

is necessary to conduct a layoff then such layoff shall be undertaken as set forth below.

15.02 A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Any reduction in hours of seven percent (7%) or more in a week, or that results in a change in status, or in the elimination of Health and Welfare benefits shall be considered a layoff and may, at the employee's option, trigger bumping rights as per Article 15.04.

Where hours are being reduced (not increased) an employee has the option to accept the reduction in hours with no lay-off triggered.

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

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

15.04 Bumping

A laid off employee may bump the most junior employee with the same or lesser hours in their classification or a lower classification provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee effect a promotion through a bump.

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

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

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

15.06 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability & qualifications to perform the duties of the vacant job following a normal orientation period, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to 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 15.04 of this Agreement.

15.07 Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, an electronic copy of such notice shall be sent to the Chief Shop Steward of the Local and the Union Representative.

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

ARTICLE 16 - SCHEDULING PROVISIONS

16.01

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, and post these at least fourteen (14) calendar days in advance of their effective date for a period of not less than four (4) weeks.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing to the affected employee(s) before

it takes place. The Employer may change an employee's start and stop times with less than fourteen (14) days' notice in cases of emergency or circumstances beyond the Employer's control, so long as the employee agrees to the change.

- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 18.
 - (i) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
 - (ii) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, 48 hours' notice in writing is given, and provided that there is no increase in cost to the Employer.
 - (iii) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 18. Notice of the change shall be confirmed in writing as soon as possible.
 - (iv) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
 - (v) No split shifts shall be worked except in cases of emergency.

- (d) Employees who post into a temporary position shall complete the term of this position unless a new position provides for additional hours, a higher rate of pay, or a specified time period that exceeds the current position.

ARTICLE 17 - HOURS OF WORK

17.01 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.

17.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be an average of 35 to 37.5 hours per week, 7, 7.5 or 11 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 required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 18.

17.03 Rest and Meal Periods

(a) **Rest Periods**

Employees working a full 7.5 hour shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period. Those working an 11 hour shift shall receive three (3) fifteen minute rest periods.

(b) **Meal Periods**

All employees covered by this Collective Agreement working more than a five (5) hour shift up to a 7.5 hour shift shall receive a one-half (1/2) hour meal period, no more, no less. Those employees working an 11 hour shift shall receive two one-half (1/2) hour meal periods. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ARTICLE 18 - OVERTIME

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

- (1) The rate of time-and-one-half of their basic hourly rate of pay for the first three (3) 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.

Any work beyond thirty-seven-point-five (37.5) hours per week will be paid at one-and-one-half (1½) times the regular hourly rate, unless the provisions of any other article in this agreement call for such work to be compensated at a higher rate. It is understood that work performed under an averaging schedule may be exempt from this provision.

18.02 Employees required to work on a scheduled day off, shall receive double-time rate but shall not have the day off

rescheduled.

18.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employee shall be paid overtime at the rate of time-and-one-half the premium statutory holiday rate for the first three (3) hours worked beyond scheduled seven-and-one-half (7.5) or eleven (11) hours in that day and double-time thereafter.

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

18.05 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of ten dollars (\$10) 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 18.07 have been met.
- (ii) In the case of an employee called out on overtime to work on a scheduled day off this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

18.06 Once overtime is approved, the following process will apply:

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

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

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

Employees may apply to be added to the list in three months after removal.

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

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

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

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

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

shall apply to all hours that fall short of eight clear hours.

ARTICLE 19 - 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.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of fifty-two cents (\$0.52) per kilometre from the employee's home to the Employer's place of business and return.

ARTICLE 20 - CALL-IN - STATUTORY REQUIREMENTS

Any employee, except those covered by Article 19.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

21.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position they are relieving for any and all hours worked in the higher rated position.

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

ARTICLE 22 - TRANSPORTATION ALLOWANCE

22.01 Employees will not be required to use his/her motor vehicle to conduct business of the employer.

22.02 An employee will not be required to use her/his motor vehicle to conduct business on behalf of the Employer, however in cases where an employee agrees to use a personal vehicle; an allowance of fifty-five cents (\$0.55) per kilometre will be paid with a minimum of \$5.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in the future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
<u>Easter Monday</u>	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

23.02 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) in addition to a day off with pay. Employees may elect (in writing) a pay-out of statutory holiday worked.

23.03 Employees must take this above day off within 90 days of the statutory holiday itself.

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

23.05 If a statutory holiday occurs within an employee's vacation

period, an extra day's vacation will be allowed for each statutory holiday so occurring.

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

23.07 Regular Part-time and casual employees will receive 4.8% for payment of statutory holidays on each pay cheque. Should any additional statutory holidays be recognized in accordance with Article 23.01, the holiday pay for Regular Part-Time and Casual employees will be increased by 0.4% per statutory holiday.

ARTICLE 24 - VACATIONS

24.01 Vacation Entitlement

Regular full-time employees shall have earned the following vacation with pay:

- 10 – 7.5 hour days per year

Regular full-time employees who have passed their first (1st) anniversary or who were employed on or before the date of ratification shall have earned the following vacation with pay:

- 15 – 7.5 hour days per year

Regular full-time employees who have passed their fifth (5th) anniversary shall have earned the following vacation with pay:

- 20 – 7.5 hour days per year

Regular part-time employees will receive Vacation prorated to hours paid.

The choice of vacation periods shall be granted to employees on the basis of seniority with the employer exception of where the period requested would be detrimental to the operation of the

department.

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st, will receive vacation based on total completed calendar months employed to June 30th.
- (b) 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 June 30th.

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

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.

24.02 Vacation Scheduling

Employees shall indicate their vacation preferences by first, second, third, and fourth choices for the following calendar year to the employer by November 1st of each year. The employer shall provide written responses to the employee's requests by December 15th of the same year. Approval of vacation requests shall be based upon seniority, subject to the provisions of the following paragraph.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

Requests submitted after November 1st shall be granted on a first-come, first-serve basis. The Employer shall respond to all such requests within seven (7) calendar days. Requests will be submitted at least fourteen (14) days in advance of the time requested. Subject to operational requirements, the request will not be unreasonably denied.

24.03 Vacation Pay

Vacation pay shall be paid in accordance with Article 41 - Pay Days.

24.04 Vacations Carry-Over

Employees shall be permitted to carry a maximum of seven (7) vacation days from one year to the next provided the employee has taken the minimum vacation described below:

- Employees with one (1) year or more of employment service must take at least ten (10) days of vacation in the current vacation year.
- Employees with five (5) years or more of employment service must take at least fifteen (15) days of vacation in the current vacation year.
- Vacation days carried over must be scheduled by June 30 and taken by December 31 of the year following the year in which the days were earned.

24.05 Vacation Entitlement upon Dismissal

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

24.06 Reinstatement of Vacation Days - Sick Leave

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

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

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

ARTICLE 25 - COMPASSIONATE LEAVE

Compassionate 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, in-laws, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employees family. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

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

ARTICLE 26 - FAMILY RESPONSIBILITY LEAVE

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

(a) The care, health or education of a child in the employee's

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

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

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

27.02 Sick Leave Accrual

Regular employees shall be provided with six (6) days per calendar year at one-hundred percent (100%).

Effective January 1, 2017, Regular employees shall be provided with seven (7) days per calendar year at one-hundred percent (100%). Part-time Employees shall have their sick leave prorated.

Fifty percent (50%) of the previous year's unused sick leave will be paid out by separate cheque in January of each year, beginning in January 2014.

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

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

the Employer's expense.

27.05 No application for sick pay is required when calling in sick provided there is accumulated sick hours in the employees sick bank.

29 days (210 hours) in a bank.

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

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

Sick leave deductions shall be according to actual time-off.

27.08 An employee will make every effort to schedule medical and/or dental appointments outside of working hours.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted, provided the employee has applied for the time-off in advance.

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

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

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

27.11 Workers Compensation Benefits

(a) Benefits While on Compensation

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

(b) Employee to Contact Employer

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

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

27.12 Return to Work Programs

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

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

(c) Return to Work programs will be part of an approved rehabilitation plan.

- (d) Return to work plans will be in writing with copies sent to the employee and the Union representative.

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

ARTICLE 28 - JURY DUTY

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, provided this do not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court. The employee shall return to work if attendance for jury duty is less than four hours in the scheduled work day.

ARTICLE 29 - EDUCATIONAL LEAVE

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

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

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

ARTICLE 30 - LEAVE - UNPAID

30.01 Unpaid Leave

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

30.02 Unpaid Leave - After Three Years

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

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

30.03 Unpaid Leave - Affecting Seniority and Benefits

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st)

day of the unpaid leave to the last day of the unpaid leave but shall retain seniority and benefits and retain credit for previously earned benefits upon expiration of the unpaid leave.

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

30.04 Unpaid Leave - Union Business

- (a) Short term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the operation of the department provided; however, that these designated employees shall be paid by the employer for time lost in attending meetings during working hours whenever their attendance is required. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to

employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

- (d) When leave of absence without pay is granted pursuant to part (a) or (b) or c) the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.

- (e) (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 without pay 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.

30.05 Public Office

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

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

leave of absence for a period of up to five (5) years.

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

Such leave will not be unreasonably withheld.

ARTICLE 31 - MATERNITY LEAVE

31.01 Maternity Leave and Parental Leave

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

condition during pregnancy along with the expected date of birth.

- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

31.02 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;
 - (2) In the case of the other parent, following the birth of the child and conclude within the seventy-eight (78) week period after the birth date of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3.

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

Health and Welfare coverage shall continue pursuant to Article 30.03. Subsequent to the 20 days coverage in Article 30.03, the Employer's Health and Welfare coverage shall continue (at the

option of the employee) provided the employee maintains their cost of the coverage.

31.04 Leave Respecting the Disappearance of a Child

Employees are entitled to an unpaid leave of up to 52 weeks in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

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

31.05 Leave Respecting the Death of a Child

An employee whose child under 19 years of age dies is entitled to up to 104 weeks of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

ARTICLE 32 - ADOPTION LEAVE

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

ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY

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

33.02 Upon submission of reasonable proof, the Employer will

repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

33.03 Employer Indemnification

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

ARTICLE 34 - VACCINATION AND INOCULATION

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

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

ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY

35.01 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 of four shall be as between the Employer and

the Union, with equal representation of two representatives each and with each party appointing its own representatives.

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

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

- (c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (d) **Ergonomics**
The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

(e) **Aggressive Residents**

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

(f) **Violence and Respect in the Workplace**

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

35.02 Training and Orientation

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.

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (c) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment,

and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes,

35.03 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

35.04 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.

35.05 Communicable Diseases

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 consistent with WorkSafe BC regulations. As per the *Workers' Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

35.06 Transportation of Accident Victims

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

ARTICLE 36 - HEALTH CARE PLANS

Regular employees are eligible for the health care plan upon completion of three (3) continuous months of employment.

Part-time employees who are not currently enrolled must work an average of twenty (20) hours per week to be eligible for coverage in the following Health Care Plans, contract #56056. All part-time employees currently enrolled shall continue to be eligible.

Casual employees are entitled to Extended Health, Dental, LTD, and Life/AD&D benefits when they fill a temporary full-time or part-time position, where the appointment is for six (6) months or longer and the employee is scheduled to work more than twenty (20) hours per week for the duration for the duration of the temporary assignment on the same basis as a regular employee.

36.01 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.

36.02 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 sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for

orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination.

- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

36.03 Extended Health Care Plan

- (a) The monthly premiums for extended health care coverage for employees and their families under the plan provided by the Employer will be covered 100% by the Employer.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care shall be two-hundred-and-twenty-five dollars (\$225) every two years for adults and hearing aide coverage of \$500 every five (5) years.
- (c) 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.
- (d) Psychologist will be added to the Paramedical coverage.

ARTICLE 37 - LONG-TERM DISABILITY INSURANCE PLAN

37.01 The Employer shall provide a long-term disability insurance plan.

37.02 The plan shall be mandatory and shall cover post-probationary employees. The Plan shall provide employees with two-thirds salary continuation for a maximum \$4,000 per month after a waiting period of 17 weeks has expired. Coverage will be until the age of sixty-five (65).

37.03 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(a).

37.04 The employee shall pay one-hundred percent (100%) of the premium.

ARTICLE 38 - GROUP LIFE INSURANCE

38.01 The Employer shall provide a group life insurance plan.

38.02 Effective Date of Certification, the plan shall provide \$25,000 insurance coverage for post-probationary employees, \$5,000 for a spouse and \$2,000 for a child.

38.03 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.

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

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

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

ARTICLE 39 - RRSP/PENSION

Regular employees shall have the option of contributing to a R.R.S.P. fund of the employee's choice within the plan. The Employer shall contribute one percent (1%) and the employee two percent (2%) into the plan.

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 must 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 make voluntary contributions at a higher percentage beyond rates currently listed.
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 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 40 - EMPLOYMENT INSURANCE COVERAGE

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

ARTICLE 41 - PAY DAYS

41.01 Employees shall be paid by direct deposit every second Wednesday, 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 hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the deposit shall be given prior to the established pay day.

41.02 In the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:

- If the money owed is less than one-hundred dollars (\$100), they pay shall be added to the next pay period.
- If the money owed is one-hundred dollars (\$100) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within three (3) business days.

ARTICLE 42 - UNIFORMS

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

ARTICLE 43 – VARIATIONS

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

ARTICLE 44 – SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

ARTICLE 45 - INDEMNITY CLAUSE

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

ARTICLE 46 - PRINTING OF THE AGREEMENT

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

In this Agreement including the printed form thereof, titles shall be

descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 47 - EFFECTIVE AND TERMINATING DATES

47.01 Effective and Terminating Dates

- (i) The Agreement shall be effective February 1, 2019 and in force and be binding upon the parties until January 31, 2022 and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

47.02 Effective Date of Wages and Benefits

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

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

ARTICLE 48 - WAGES & RETROACTIVITY

Wages will be as per the wage addendum.

ARTICLE 49 - PREMIUMS AND IN CHARGE

49.01 Employees working the night shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked.

49.02 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).

49.03

- a) The weekend shift premium shall be seventy-five cents (\$0.75) per hour.
- b) The weekend premium is paid for each hour worked between 11:00PM Friday and 11:00PM Sunday except those beginning work at midnight, who are paid the premium for each hour worked between midnight Friday and midnight Sunday.

49.04 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.

49.05 On-Call Differential

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

If called in or required to provide a service via the phone, overtime shall be applicable as per Article 18 at a minimum of two (2) hours.

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

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

ARTICLE 50 - SUPERIOR BENEFITS OR VARIATIONS

All rights, benefits, privileges and working conditions which employees on the date of the certification enjoyed, received or possessed as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 51 - WORKLOAD

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

- Utilizing casual employees in accordance with the collective agreement.
- Supervisor will discuss and, where appropriate, re-order duty priorities with the affected employee(s).
- Re-assigning work.

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

An employee who believes 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 referring safety related workload concerns to the Occupational Health and Safety Committee for investigation.

ARTICLE 52 - CONTRACTING OUT

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

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

When the Employer so intends, it will provide the Union with information on the intended contracting out prior to the aforementioned one-hundred-twenty (120) days and will discuss in good faith any suggestions raised by the Union.

ARTICLE 53 - 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.

WAGE SCHEDULE ADDENDUM

Job Classification	Step	Current Wage	Increase at Ratification Apr 1, 2020	Rate at Ratification Apr 1, 2020	Feb 1, 2021
LPN	Start	\$25.70	\$2.62	\$28.32	\$28.62
	1950 Hours	\$26.50	\$2.62	\$29.12	\$29.42
	3900 Hours	\$27.08	\$2.62	\$29.70	\$30.00
Care Aide - Assisted Living	Start	\$17.88	\$4.48	\$22.36	\$22.86
	1950 Hours	\$18.44	\$4.48	\$22.92	\$23.42
	3900 Hours	\$19.02	\$4.48	\$23.50	\$24.00
Home Support Worker	Start	\$17.88	\$1.11	\$18.99	\$19.11
	1950 Hours	\$18.44	\$1.11	\$19.55	\$19.67
	3900 Hours	\$19.02	\$1.11	\$20.13	\$20.25
Recreation Coordinator	Start	\$20.79	\$2.11	\$22.90	\$23.21
	1950 Hours	\$21.43	\$2.09	\$23.52	\$23.83
	3900 Hours	\$21.87	\$2.07	\$23.94	\$24.25
Recreation Aide 1	Start	\$20.11	\$1.01	\$21.12	\$21.23
	1950 Hours	\$20.73	\$1.01	\$21.74	\$21.85
	3900 Hours	\$21.13	\$1.01	\$22.14	\$22.25
Recreation Aide 2	Start			\$22.90	\$23.21
	1950 Hours			\$23.52	\$23.83
	3900 Hours			\$23.94	\$24.25

**Well Being Services (LSV) Ltd. – Langley Seniors Village /
Hospital Employees' Union, February 1, 2019 - January 31, 2022**

Job Classification	Step	Current Wage	Increase at Ratification Apr 1, 2020	Rate at Ratification Apr 1, 2020	Feb 1, 2021
Lead Cook	Start	\$20.50	\$0.67	\$21.17	\$21.25
	1950 Hours	\$21.13	\$0.67	\$21.80	\$21.88
	3900 Hours	\$23.50	\$0.67	\$24.17	\$24.25
Cook	Start	\$17.88	\$1.84	\$19.72	\$19.92
	1950 Hours	\$18.44	\$1.84	\$20.28	\$20.48
	3900 Hours	\$19.01	\$1.84	\$20.85	\$21.05
Maintenance	Start	\$21.81	\$1.09	\$22.90	\$23.02
	1950 Hours	\$22.48	\$1.09	\$23.57	\$23.69
	3900 Hours	\$23.04	\$1.09	\$24.13	\$24.25
Support Service Worker	Start	\$13.88	\$2.30	\$16.18	\$16.44
	1950 Hours	\$14.40	\$2.30	\$16.70	\$16.96
	3900 Hours	\$15.44	\$2.30	\$17.74	\$18.00
Reception	Start	\$17.46	\$0.50	\$17.96	\$18.02
	1950 Hours	\$17.99	\$0.50	\$18.49	\$18.55
	3900 Hours	\$18.44	\$0.50	\$18.94	\$19.00

* Retroactive lump sum: \$0.60 per hour for all hours worked following collective agreement expiry date of January 31, 2019 to date of ratification April 1, 2020.

ADDENDUM #1

MEAL AND BEVERAGE ADDENDUM

Meals and beverages will continue to be provided at the present cost with a cost increase equal to the percentage of the wage increase effective the same date.

ADDENDUM #2

CASUAL ADDENDUM

- 1) The Employer may call in casual employees to perform work for the following reasons:
 - (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
 - (b) Emergency relief.
 - (c) Unanticipated or irregular relief work.
 - (d) Intermittent and non-recurring work.
- 2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.
- 3) Part-time employees may also register for casual work provided there are no overtime costs. When a regular part-time employee assumes additional hours, that position shall be filled by a casual employee.

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

- 4) A block of work will be initially offered in its entirety. It is also understood that a senior employee may need to drop a day from their regular or temporary schedule to allow for 2 consecutive days off and to ensure no overtime.
- 5)
 - a) The probationary period for casual employees shall be four-hundred-and-fifty (450) hours worked, not to exceed six (6) months.
 - b) 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.

c) Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.

- 6) Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and capable of performing the work being assigned in the job classification for which they are registered.
- 7) For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- 8) Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the casual seniority lists.

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

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

- 10) Regular employees (who have not been laid-off) may transfer to casual status but shall be restricted from applying on regular postings for a period of three (3) months, unless there is a change in the full-time equivalent (FTE) of ten percent (10%) or more from the position they most recently transferred.
- 11) The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
- 12) Casual employees shall receive four percent (4%) of their straight-time pay in lieu of scheduled vacations. Casual employees employed on or before the date of ratification or those who have worked 1,950 hours or more will receive six percent (6%) of their straight-time pay in lieu of scheduled vacations. Casual employees will receive 0.4% of their straight-time pay for each statutory holiday pay as outlined in Article 23.01.
- 13) Upon request from the employer, a casual employee will provide the Employer with his/her availability to work in writing. This availability shall be provided by the 15th of the month for the following month. A casual employee who has not been available for work for three consecutive months, without a bona-fide reason, may have their employment terminated.
- 14) The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- 15) Casual employee's who accept a shift have the same obligation to fill the shift as a regular employee.

- 16) Casual employees are entitled to Extended Health, Dental, LTD, and Life/AD&D benefits when they fill a temporary full-time or part-time position, where the appointment is for six (6) months or longer and the employee is scheduled to work more than twenty (20) hours per week for the duration for the duration of the temporary assignment on the same basis as a regular employee.
- 17) Regular part-time and casual employees shall submit, in writing, their on-going availability. The Employer shall only be obligated to call an employee for those days and shifts, which the employee has identified as available. Part-time and casual employees who have not been available for work for three (3) consecutive months may have their employment terminated.
- 18) **Block Booking**
Between November 1st and December 15th (vacation request period per Article 24.02) the Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.
- 19) 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.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**WELL BEING SERVICES (LSV) LTD.
LANGLEY SENIORS VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION (HEU)

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

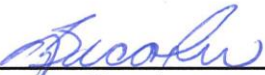
1. Any employee may request a job sharing arrangement in writing to the Employer and the Union.
2. If the Employer is willing to consider this request, a notice for an expression of interest will be posted and employees may apply to be considered for the job share arrangement.
3. If more than one qualified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

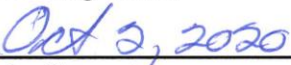
4. There shall be a trial period of thirty (30) calendar days to ensure the job share will be successful. Any vacancy created by the job share, shall not be posted until the completion of the trial period.
5. Where a vacancy is created as a result of an employee being successful in a job share, the vacancy shall be treated in accordance with the Collective Agreement.
6. 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.
7. 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
HEU Negotiator


Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Tony Arimare
Lead Negotiator


Date Signed

MEMORANDUM OF AGREEMENT #2

BETWEEN

**WELL BEING SERVICES (LSV) LTD.
LANGLEY SENIORS VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION (HEU)

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 (LSV) Ltd. – Langley Seniors Village /
Hospital Employees' Union, February 1, 2019 - January 31, 2022**

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

**SIGNED ON BEHALF OF
THE UNION:**



Janine Brooker
HEU Negotiator




Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**




Tony Arimare
Lead Negotiator



Date Signed

**SIGNED ON BEHALF OF
THE UNION:**



Máire Kirwan
Coordinator of Private Sector



Janine Brooker
HEU Negotiator



Juditha Baquiran
Bargaining Team Member



Kirpal Bhangoo
Bargaining Team Member



Maria Maramot
Bargaining Team Member



Date Signed


**SIGNED ON BEHALF OF
THE EMPLOYER:**



James Liebenberg
President



Tony Arimare
Lead Negotiator



Date Signed