

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (STANFORD) LTD.
STANFORD SENIORS VILLAGE**

OCTOBER 1, 2018 TO SEPTEMBER 30, 2021

Note: underlined text is new language for 2018-2021

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PURPOSE:

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

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the Union, to provide for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 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.

1.02 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 7.05 - Dismissal/Suspension for Alleged Cause

1.03 Union Check Off

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

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

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

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 1.02.

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

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

1.04 Induction

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

1.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum five (5) 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.

(4) Union business may only be transacted on the employer's property with the prior approval of the employer. Such approval shall not be unreasonably denied.

1.06 Badges and Insignia

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

1.07 Bulletin Boards

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

1.08 Notice of Union Representative Visits

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

ARTICLE 2 - NO DISCRIMINATION

2.01 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.

2.02 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 2.01 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.

2.03 Respectful Conduct in the Workplace

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

A respectful workplace is characterized by:

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

2.04 Workplace Bullying

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

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management’s rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

2.05 Inclusion

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

2.06 Support

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

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

ARTICLE 3 - DEFINITIONS

3.01 Common-Law Spouse

A spouse by marriage or under any other formal union recognized by law, or

A partner (same sex or opposite sex) represented as a spouse for at least the last 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 work 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 affect the parties or any employee bound by this agreement, including, but not limited to:

1. Reviewing matters related to the maintenance of good relations between the parties;
2. Correcting conditions causing misunderstandings;
3. Dealing with matters related to workload;
4. Dealing with matters referred to in this Agreement.

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.

6.02 The Labour Management Committee shall consist of:

- (i) Up to four (4) representatives of the Union which includes the

Secretary/Business Manager of the Union or his/her designate;

(ii) Up to four (4) representatives of the Employer.

6.03 Labour/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 shall be without loss of pay or benefits.

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 the following Union responsibilities. Such permission will not be unreasonably withheld where operational requirements permit. This time shall be without loss of pay or benefits.

- (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 intends to interview an employee for possible disciplinary purposes, the Employer shall notify the employee of the purpose of the meeting/interview in order that the employee may contact a shop steward. The Parties recognize the employee has the right to choose their shop steward, providing that this does not result in a delay of the interview. Where the Employer fails to advise the employee of their right to have a shop steward present, any disciplinary action taken with respect to such meeting shall be rendered null and void.

7.04 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction, except in cases of resident abuse where letters

shall be removed after 24 months. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

7.05 Evaluation Reports

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

7.06 Personnel File

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

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

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

7.07 Grievance Procedure

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

Step 1:

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

Step 2:

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

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

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

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

Step 3:

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

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

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

7.08 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance to the Employer 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 2 of the grievance procedure outlined in Article 7.06 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

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

7.11 Time Limits

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

7.12 Expedited Arbitrations

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

- (1) As the process is intended to be non-legal, lawyers will not be used to represent either party.

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

7.13 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:

- i. Chris Sullivan
 - ii. Elaine Doyle
 - iii. Ken Saunders
 - iv. Mark Atkinson
 - v. Or a substitute agreed to by the Parties.
- The Industry Troubleshooter will:
 - i. Investigate the difference;
 - ii. Define the issue(s) in the difference;
 - iii. 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.
- Decisions of the Industry Troubleshooter:
 - i. 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.
 - ii. The Parties shall jointly bear the cost of the Industry Troubleshooter.

ARTICLE 8 - ARBITRATION

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

8.02 In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30)

calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below.

1. Chris Sullivan
2. Irene Holden
3. Elaine Doyle
4. 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 on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.

9.02 Regular Part-Time Employees

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

9.03 Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave,

education, maternity, union business, and other time off regulated under the collective Agreement in the regular schedule as required by the employer or to perform emergency or non-reoccurring or irregular short term relief work as required by the employer. Casual employees accumulate seniority on an hourly basis.

9.04 Restriction of Employee Status

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

ARTICLE 10 - PROBATIONARY PERIOD

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

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

10.03

- (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, the wage rate 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 days or more. In any event, a temporary position must be posted when it exceeds or is known it will exceed 60 calendar days. Regular employees shall be limited to accessing a maximum of three (3) temporary postings (to relieve other regular employees) in each calendar 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) days or while the posting process is underway and until the final selection is made.

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

The Employer shall, within three (3) business 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 perquisites 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 Eligibility to Apply for Postings

- (a) Employees who post into any temporary vacancy in the same classification are expected to complete the term of the vacancy. This shall not apply in circumstances where a new temporary vacancy provides additional hours and/or eligibility for benefits.
- (b) Notwithstanding (a) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy, with no additional hours and/or benefits, without completing the current temporary vacancy once per calendar year.

11.04 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 prescheduled 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:

- Evaluations
- Past performance, including initiative and ability
- 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 an employee is promoted, voluntarily demoted, or transferred to a different 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 two (2) months. If the transfer (as noted above) is into the same classification the

employee currently works in, then the employee shall be considered a qualifying employee in his/her new position for a period of one (1) month.

- (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 time 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.

If the Employer or employee exercise their right 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 or the employee requests to return to their original position.

12.04 Seniority Dates

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

to make available to the Union the seniority hours of any employees covered by this agreement.

12.05 The Employer shall provide to the Secretary-Treasurer of the Local a seniority list by department in January, April, July and October of each year, showing employees' names alphabetically and their seniority. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administration 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.

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

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/job description is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description with a corresponding wage rate and send it to the Union as per Article 13.01 above. 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 13.03 (b), either by the parties or the Board shall be retroactive to the date the complaint was filed. Any decision to adjust the wage rate in 13.03 (a) either by the Parties or the Board shall be retroactive to the date the new classification was established.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 Preamble

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

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

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

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

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

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

ARTICLE 15 - CHANGE IN HOURS/REDUCTION IN WORK FORCE

15.01

(a) A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Any reduction in hours of seven percent (7%) or more in a week, or that results in a change in status, or in the elimination of Health and Welfare benefits shall be considered a layoff and may, at the employee's option, trigger bumping rights as per Article 15.03.

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

(b) An increase in the hours of a position, totaling an average of fifteen (15) hours or less in a six (6) week rotation from the

hours of the posted position shall not be considered as a new position and may be added to the incumbent's hours without posting a new position as long as the employee agrees to the specific change.

(c) The employee shall inform the Employer within forty-eight (48) hours of the notice to increase hours if they choose to accept the additional hours. Where an employee does not agree to accept the proposed increase and the Employer proceeds to implement the change, the employee shall be entitled to bumping rights as per Article 15.03.

(d) No position shall be increased beyond 0.2 (20%) from the original FTE. Should an increase from the original position exceed 0.2 (20%) it shall be considered a new position and shall be reposted.

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

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

15.03 Bumping

A laid off employee may bump the most junior employee with the same hours, in any of the existing rotations in their classification (i.e. Days/nights; days/evenings; nights; etc...) or the most junior employee in the chosen FTE and classification provided the laid off employee is willing, qualified and has the ability to do the job of the less senior employee.

For clarification of the above rights, where there is more than one employee with the same hours and rotation, then a laid off employee may only choose to bump the most junior employee within that group.

However, in no circumstances will an employee effect a promotion through a bump.

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

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. Concurrent with notice of layoff, the Employer shall provide affected employees a list of positions available for bumping. Laid-off employees must make bumping choices within five (5) days from the receipt of the notice.

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

15.05 Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability & 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 15.05 of this Agreement.

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

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

ARTICLE 16 - SCHEDULING PROVISIONS

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place. The Employer may change 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) For regular employee's 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.
- (d) If a written request for a change in starting time is made by a regular employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, 48 hours' notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled

day off, then such hours worked shall be paid at overtime rates pursuant to Article 18. Notice of the change shall be confirmed in writing as soon as possible.

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

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 37.5 hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.

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

- (b) Employees working 1,827 or more hours per year shall be designated as full-time.

- (c) 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.

- (d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 18.

17.03 Split Shifts

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

17.04 Rest and Meal Periods

(a) Rest Periods

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

(b) Meal Periods

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

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 (1.5x) of their basic hourly rate of pay for the first four (4) 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.

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

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

eleven-and-one-half (11.5) hours in that day and double-time thereafter.

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

18.05 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or 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 18.08 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 Overtime hours of four (4) hours or more will be offered to employees by seniority only if:

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

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

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

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

Overtime opportunities will be provided based on operational requirements. Seniority shall be a factor for consideration in the assigning of overtime. It is understood that there shall be no financial impact for the Employer related to this clause.

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 their 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.

ARTICLE 20 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 19.01, reporting for work at the call of the Employer shall be paid their 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 their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 21 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

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

ARTICLE 22 - TRANSPORTATION ALLOWANCE

Employees will not be required to use his/her motor vehicle to conduct business of the Employer, however in cases where an employee agrees to use a personal vehicle, an allowance of \$0.55/km will be paid with a minimum of \$5.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01 Statutory Holidays

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

***Well Being Services (Stanford) Ltd. – Stanford Seniors Village /
Hospital Employees' Union - Oct 1, 2018 to Sep 30, 2021***

| | | |
|----------------|--------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | B.C. Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |

Regular full-time employees working shall be paid an average day's pay on the statutory holiday. Other employees, including casual employees shall receive four-point-eight percent (4.8%) of their straight-time pay on each paycheque, in lieu of the twelve statutory holidays.

23.02 Employees who are required to work on a statutory holiday shall be paid at the rate of double-time (2x) (double-time-and-a-half (2.5 x) for Christmas Day).

23.03 Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

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

23.05 All employees scheduled to work on any of the statutory holidays as listed in Article 24.01 shall not have their normal hours of work reduced.

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

ARTICLE 24 - VACATIONS

24.01 Vacation Entitlement

- a) The vacation earning/accrual year shall be January 1st to December 31st each year, and the vacation year shall be January 1st to December 31st of the following year.

Regular employees who were regular status less than twelve (12) months prior to December 31st shall receive a partial vacation based on continuous service to December 31st.

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

- i. 1 year to 2 years continuous service – two (2) weeks (10 work days) vacation.

(regular employees shall be entitled to a vacation period of 10 working days, equivalent to 4% of previous years hours, excluding over-time)

- ii. 3 years to 5 years continuous service – three (3) weeks (15 work days) vacation.

(regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of previous years hours, excluding over-time)

- iii. After 5 years continuous service a regular employee shall receive an additional day (0.4%) of vacation per year, up to a maximum of four (4) weeks (20 work days) vacation.

NOTE: No current regular employee (as at July 1, 2014) shall have their vacation reduced as a result of the above changed entitlements. (changes to vacation entitlement above are effective July 1, 2014)

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 Pay

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

24.03 Vacation 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 30th and taken by December 31st of the year following the year in which the days were earned.

24.04 Vacation Entitlement Upon Dismissal

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

24.05 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.

24.06 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.

24.07 Vacation Requests

- (a) Employees shall submit their vacation requests in writing for the months of January, February and March by November 1st of the previous year. All vacation requests made by November 1st will be returned to employees by December 15th.

Requests received after November 1st (for the months of January to March) will be approved on the first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests, except where received between November 1 and December 30th, they would be returned by January 31st.

Employees shall submit their vacation requests for the months of April to December by February 15th of each year. All vacation requests made by February 15th will be returned to employees by March 15th.

Requests received after February 15th (for the months of April to December) will be approved on a first come, first serve basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the request.

Vacation must be awarded in blocks as requested by an employee.

All vacation request approvals or denials shall be in writing.

- (b) Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee choices conflict, employees shall exercise seniority rights in the

employee's first choice of a vacation period. Seniority shall prevail in the second choice vacation period, but only after all other "first choice" vacation periods have been approved. Seniority shall also prevail in further choices in the same manner.

ARTICLE 25 - BEREAVEMENT LEAVE

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

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

One day of the above entitlement may be saved for use on the date of interment (including funeral, wakes, 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 Employees shall be entitled to 6 days of sick leave per year, accrued at a rate of 0.5 days per month. Any unused sick leave as at December 31st shall be carried over for future use, or at the option of the employee, fifty percent (50%) of unused sick leave from the previous year's accrual shall be paid out (to a maximum of 3 days paid out) during the month of January.

27.03 Sick leave with pay is only payable because of sickness. Employees who are absent from duty because of sickness may be required to prove sickness. Requests for such proof must be justifiable. 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 and at least two (2) hours prior to any shift that begins at 11am or later of any absence from duty because of sickness or injury.

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

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

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. The details of all agreed return to work programs shall be confirmed in writing to the employee and to the Union.
- (c) Return to Work programs will be part of an approved rehabilitation plan.

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

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

ARTICLE 28 - JURY DUTY

Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, (not being himself/herself a party to the proceeding), on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight-time hourly

rate of pay for his/her regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received. The employee shall not be required to turn over allowances received for traveling and meals.

ARTICLE 29 - EDUCATIONAL LEAVE

29.01 Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations (including medication certification, Food Safe, an Serve it Right). The Employer shall arrange for the employee to take the course or examination during regular work hours. Where that is not possible, time spent at the course shall be considered time worked and shall be compensated at the appropriate rate of pay. 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 In-Service Seminars

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.

29.03 Staff Development Leave

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

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

Regular employees requesting to pick up relief shifts while off on an unpaid educational leave shall be offered relief shifts as per Article 45, and shall have to provide their availability as per Article 45, section (13). Regular employees working relief shifts/hours under this Article shall not earn seniority on those hours.

ARTICLE 30 - LEAVE - UNPAID

30.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Department Supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The seven (7) day 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 retain or accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall have their previously earned benefits reinstated upon expiration of the unpaid leave. Seniority shall continue to accumulate for the duration of the leave.

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

30.04 Unpaid Leave - Union Business

- (a) Short term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the operation of the department provided; however, that these designated employees shall be paid by the employer for time lost in attending meetings during working hours whenever their attendance is required. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of 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) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.
- (e) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
- (f) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

30.05 Public Office

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

- 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.
- 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

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.

- (a) 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.
- (b) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay with medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any other wage loss replacement plan.
- (c) 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.
- (d) Upon return to work, the employee shall continue in her former position, if it still exists, without loss of any entitlements.

31.02 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty (60) consecutive weeks in the case of birth mother who

takes maternity leave under Article 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. Employees on maternity or parental leave shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

31.04 Leave Respecting the Disappearance of a Child

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

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

31.05 Leave Respecting Death of a Child

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

ARTICLE 32 - 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. Seniority and continuous service will continue to accumulate during the full period of the adoption leave. Employees on adoption leave shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

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 Employee 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.

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 Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with three (3) representatives from each party and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide

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

(d) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

(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 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.

(f) **Workload Concerns**

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall recommend solutions to the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee.

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.

35.03 Right to Refuse Unsafe Work

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

35.04 Employees Right to Know

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

35.05 Protective Clothing and Equipment

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

35.06 Employee Workload

Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under article 35.01 (f).

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s).

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

- Discussing the situation with affected employees and providing direction on priority duties to be performed. Where appropriate, the priorities shall be confirmed in writing.
- Re-assigning work, and/or
- Utilizing casual employees in accordance with the collective agreement.

It is understood that the Employer is not required to replace absent employees.

35.07 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

36.01 BC Medical Services Premiums

The Employer shall pay 70% of BC Medical Services Premiums for all eligible employees except for those who are otherwise covered (effective October 1, 2016).

36.02 Benefit Enrolment - Long Term Disability, Accidental Death and Dismemberment, Life Insurance, Extended Health and Dental Benefits

Employees who meet benefit eligibility requirements may either:

- a. enroll or continue to be enrolled in all benefits; or
- b. opt out of all benefits; or
- c. if an employee can demonstrate alternate Extended Health and Dental Benefit coverage, that employee may opt out of those benefits and enroll or continue to be enrolled in LTD, AD&D and Life Insurance benefits only.
- d. Post probationary casual and part-time employees may elect to enroll in the following benefits plans – Extended and Dental

plans, if the employee pays the full monthly premiums in advance to the Employer.

Casual and part-time employee's making such an election under this provision must enroll in both Extended and Dental benefit plans.

Where a casual and part-time employee subsequently elects to withdraw from the benefit plans, she must withdraw from both plans. Casual and part-time employees failing to maintain the required payments, shall have the benefit plan terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

36.03 Benefit Re-enrolment - Long Term Disability, Accidental Death and Dismemberment, Life Insurance, Extended Health and Dental Benefits

- a. Employees choosing to opt out of the above benefits may reapply as late applicants, but will be required to complete a medical questionnaire (Statement of Health). Satisfactory evidence of insurability is required and coverage will only become effective with the approval of the insurer.
- b. Certain benefit restrictions apply for late applicants and there is a possibility that late applicants and dependents will be declined coverage by the insurer.

36.04 Long Term Disability, Accidental Death and Dismemberment, Life Insurance

- a. The Long Term Disability, Accidental Death & Dismemberment and Life Insurance Benefits currently in effect shall continue for the term of the collective agreement.
- b. The Employer shall pay 50% of the premium costs for these benefits.

36.05 Extended Health and Dental Benefits

- a. The Extended Health and Dental benefits currently in effect shall continue for the term of the collective agreement.

- b. The Employer shall pay 50% of the premium costs for these benefits.
- c. Employees enrolled for family coverage under these benefits may change their status to single or couple coverage only if their dependents have alternative benefit coverage.

36.06 Highlights of the benefit plan coverage is found at Appendix A. The Employer shall provide each employee with a benefits booklet listing details of the Plans. Employees should refer to the benefits booklet for all details of these plans. The plan will be administered and governed by the benefit carrier. Any disagreement with respect to coverage, entitlement, etc. shall be between the employee and the carrier.

ARTICLE 37 - PENSION PLAN

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

ARTICLE 38 - SHIFT PREMIUMS AND DIFFERENTIALS

38.01 Shift Premiums

Evening Shift: \$0.95/hour for entire shift

Night Shift: \$1.75/hour for entire shift

Weekend Shift: \$0.75/hour for all hours worked on a weekend

Evening shift is any shift in which the major portion occurs between 3:00 PM and 11:00 P.M.

Night shift is any shift in which the major portion occurs between 11:00 PM and 7:00 AM.

The weekend premium is paid for each hour worked between 11:00 PM Friday and 11:00 PM Sunday except for those beginning work at midnight, who are paid the premium for each hour worked between midnight Friday and midnight Sunday.

38.02 In-Charge Premium

An in charge premium of \$1.50 per hour will be paid to an RN designated by the Employer as in-charge when no management personnel are on site.

38.03 Clinical On-Call Premium

A clinical on call premium of \$3.75 per hour will be paid to a bargaining unit RN designated by the Employer.

38.04 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.

38.05 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.

38.06 Qualifications Differential

A qualifications differential shall be paid as follows:

Baccalaureate Degree:

A regular employee who has received a Baccalaureate Degree (BD) in nursing shall receive an additional \$100 per month. This allowance will also be paid to nurses who have a BD in Psychology or a BD in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse's performance of normal job duties.

Masters Degree:

A regular employee who has received an accredited Master's Degree in a related professional discipline shall receive an additional \$125 per month. This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the performance of the employee's duties, and when such qualification does not form part of the job requirement.

ARTICLE 39 - PAY DAYS

39.01 Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque in a timely manner should an unusual or extraordinary circumstance occur. Costs incurred by an employee due to an error or delay in payroll processing shall be reimbursed by the Employer. Employees currently being paid by cheque at the execution of this agreement shall have the option of continuing such practice.

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

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

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

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

ARTICLE 40 - VARIATIONS

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

ARTICLE 41 - 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 42 - 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 43 - EFFECTIVE AND TERMINATING DATES

43.01 Effective and Terminating Dates

- (i) The Agreement shall be effective October 1, 2018 and shall remain in force and be binding upon the parties until September 30, 2021, and thereafter until a new collective agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

43.02 Effective Date of Wages and Benefits

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

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

ARTICLE 44 - WAGES & RETROACTIVITY

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

44.02 Increments

Increment hours shall be specific to the classification they are earned in, with the following exceptions:

- All hours worked in any of the classification of housekeeper, first responder, laundry and/or dietary aide shall count toward increment progression in those classifications.
- All hours worked in either the classification of care aide and/or activity worker shall count toward increment progression in those classifications.

ARTICLE 45 - CASUAL ENTITLEMENTS

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

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

Where the regular schedule of a part-time employee conflicts with the block of casual work the employee shall be deemed unable to work, except where the assignment is longer than five (5) working days the employee shall be relieved of his/her regular schedule at the option of the employee. In the filling of blocks of work, the following criteria shall apply:

- must be a change in hours of their current rotation or in a different classification.
- must accept the entire block (vacancy) offered.
- employee must be registered for casual relief and/or relief blocks in the classification.

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

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

- (4) The probationary period for casual employees shall be four-hundred-and-fifty (450) hours worked, not to exceed six (6) months.
- (5) 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.
- (6) Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.
- (7) Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.
- (8) 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.
- (9) Seniority List – A master 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. A separate list of each employee with their approved job codes identified shall also be provided with the seniority list. 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 pay period.

Within two weeks of each adjustment date the employer shall send to the Secretary-Treasurer of the Local a revised copy of the seniority lists.

- (10) Call in procedure – All calls shall be recorded showing 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 name 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.

- (11) Regular employees may transfer to casual status with no loss of benefits or other collective agreement entitlements provided they are reasonably available for relief shifts. A transferring employee shall have their sick leave bank frozen and inaccessible while their status remains as a casual employee. The frozen sick bank shall be eliminated if the casual employee has not returned to regular status within 12 months of leaving their regular position. Regular employees who transferred to casual status prior to the ratification of this collective agreement shall have their sick bank returned if they return to regular status within the term

of this Collective Agreement.

- (12) The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.
- (13) A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.
- (14) Casual employees shall receive 4% of their straight-time pay in lieu of scheduled vacations and 0.4% in lieu for each of the twelve statutory holidays as outlined in Article 23.01.

(15) **Block Booking**

The Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.

(16) **Casual Availability**

Letter of Appointment/Minimum Hour Requirement.

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employees' days and times of availability for work of a casual nature. Casual employees may change availability and shall confirm such changes in writing.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 225 hours over any calendar year (January 1 – December 31), pro-rated for partial years of employment.

After the date of ratification of the current collective agreement casual availability shall be confirmed for current employees and include the minimum hour requirement.

Except where a casual employee can demonstrate bona fide reason(s), the casual employee may be removed from the casual list and their employment may be terminated, if they fail to work 225 hours in a calendar year. A casual employee shall be exempt from this requirement where the Employer has not offered the casual employee 225 hours over the 12 month period based on their stated availability.

Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours will be notified of the number of casual hours worked to date.

- (17) The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- (18) A casual employee may be removed from the casual list if they have not accepted a shift for a period of three months.
- (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.

Note: Casual employees on staff as of July 1, 2014 shall continue to be paid 6% in lieu of vacation. No current regular employee (as at July 1, 2014) shall have their vacation reduced as a result of the above changed entitlements. (changes to vacation entitlement above are effective July 1, 2014)

ARTICLE 46 - 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.

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) The Employer does not have employees who perform such work or are qualified in such work; or if the work poses a significant health and safety risk for existing employees, or
- (c) An emergency occurs.

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 intends to contract out, it shall 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 47 - 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.

**Appendix A
Summary of Health Care Benefit Plans**

| | |
|------------------------------------|---|
| BC Medical Plan | Employees may be eligible for temporary premium assistance through BC Medical Services Plan. |
| Life and AD&D Insurance | \$50,000 coverage |
| Dental Plan | Plan A – 100% Plan B – 60% (yearly max. \$1,500 combined plans A & B) Plan C – 60% (life time maximum \$2,750 per person) |
| Extended Health/ Drug Plan | Drug Plan - \$25 deductible; 80% reimbursement of first \$1,000 & 100% thereafter; Unlimited Lifetime max. Note: This is a generic ALWAYS Drug Plan. |
| Eye Exams | 1 exam per 24 months (12 months for children). |
| Vision Care | \$225 per insured person every 24 months. |
| Long Term Disability (LTD) | 150 day wait period. 24 month own occupation period. |

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

ADDENDUM #1 – WAGES

| Position | | Rate at Oct 1, 2018 | Increase at Ratification Date Apr 1, 2020 | New Rate at Ratification Date Apr 1, 2020 | Rate at Oct 1, 2020 |
|------------------|----------------|------------------------------------|--|--|------------------------------------|
| Registered Nurse | Start | \$37.23 | \$ 4.11 | \$41.34 | \$41.80 |
| | after 1950 hrs | \$37.59 | \$ 4.11 | \$41.70 | \$42.16 |
| | after 3900 hrs | \$37.85 | \$ 4.11 | \$41.96 | \$42.42 |
| LPN | Start | \$25.46 | \$ 2.50 | \$27.96 | \$28.29 |
| | after 1950 hrs | \$26.32 | \$ 2.50 | \$28.82 | \$29.15 |
| | after 3900 hrs | \$27.17 | \$ 2.50 | \$29.67 | \$30.00 |
| RCA | Start | \$19.44 | \$ 3.50 | \$22.94 | \$23.36 |
| | after 1950 hrs | \$19.70 | \$ 3.50 | \$23.20 | \$23.62 |
| | after 3900 hrs | \$20.08 | \$ 3.50 | \$23.58 | \$24.00 |
| Activity Worker | Start | \$18.34 | \$ 3.90 | \$22.24 | \$22.71 |
| | after 1950 hrs | \$18.60 | \$ 3.90 | \$22.50 | \$22.97 |
| | after 3900 hrs | \$18.88 | \$ 3.90 | \$22.78 | \$23.25 |
| Rehab Assistant | Start | \$21.42 | \$ 1.25 | \$22.67 | \$22.82 |
| | after 1950 hrs | \$21.64 | \$ 1.25 | \$22.89 | \$23.04 |
| | after 3900 hrs | \$21.85 | \$ 1.25 | \$23.10 | \$23.25 |
| Social Worker | Start | \$33.66 | \$ 1.50 | \$35.16 | \$35.66 |
| | after 1950 hrs | \$34.17 | \$ 1.50 | \$35.67 | \$36.17 |
| | after 3900 hrs | \$34.68 | \$ 1.50 | \$36.18 | \$36.68 |

**Well Being Services (Stanford) Ltd. – Stanford Seniors Village /
Hospital Employees’ Union - Oct 1, 2018 to Sep 30, 2021**

| Position | | Rate at Oct 1, 2018 | Increase at Ratification Date Apr 1, 2020 | New Rate at Ratification Date Apr 1, 2020 | Rate at Oct 1, 2020 |
|--|-------------------|------------------------------------|--|--|------------------------------------|
| RAI Coordinator | Start | \$25.00 | \$ 3.80 | \$28.80 | \$30.75 |
| | after 1950 hrs | \$25.25 | \$ 3.80 | \$29.05 | \$31.00 |
| | after 3900 hrs | \$25.50 | \$ 3.80 | \$29.30 | \$31.25 |
| Cook | Start | \$17.86 | \$ 1.45 | \$19.31 | \$19.52 |
| | after 1950 hrs | \$18.39 | \$ 1.45 | \$19.84 | \$20.05 |
| Maintenance Worker | Start | \$19.38 | \$ 2.50 | \$21.88 | \$22.17 |
| | after 1950 hrs | \$19.96 | \$ 2.50 | \$22.46 | \$22.75 |
| SSW - Dietary Aide | Start | \$15.81 | \$ 1.54 | \$17.35 | \$17.52 |
| | after 1950 hrs | \$16.29 | \$ 1.54 | \$17.83 | \$18.00 |
| SSW - Housekeeper | Start | \$15.81 | \$ 1.54 | \$17.35 | \$17.52 |
| | after 1950 hrs | \$16.29 | \$ 1.54 | \$17.83 | \$18.00 |
| SSW - Housekeeper / First Responder | Start | \$16.32 | \$ 1.54 | \$17.86 | \$18.03 |
| | after 1950 hrs | \$16.83 | \$ 1.54 | \$18.37 | \$18.54 |
| Laundry Worker | Start | \$15.81 | \$ 1.54 | \$17.35 | \$17.52 |
| | after 1950 hrs | \$16.29 | \$ 1.54 | \$17.83 | \$18.00 |
| Staffing/Unit Clerk | Start | \$20.40 | \$ 1.30 | \$21.70 | \$21.85 |
| | after 1950 hrs | \$20.81 | \$ 1.30 | \$22.11 | \$22.26 |
| Reception | Start | \$19.38 | \$ 1.10 | \$20.48 | \$20.63 |
| | after 1950 hrs | \$19.77 | \$ 1.10 | \$20.87 | \$21.02 |

***Well Being Services (Stanford) Ltd. – Stanford Seniors Village /
Hospital Employees' Union - Oct 1, 2018 to Sep 30, 2021***

Regular employees on staff as at ratification date shall move to the top increment step.

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

ADDENDUM #2

PROFESSIONAL RESPONSIBILITY PROCESS

FOR

LICENSED PRACTICAL NURSES

AND

REGISTERED NURSES

1. Employee Concerns

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

- a) care conditions
- b) safety of residents and staff
- c) workload

2. Discussion with Care Manager

The employee with a concern will discuss the matter with the Care Manager with the objective of resolving the concern. At the employee's request the employee may be accompanied by a steward in any stage of this process.

3. Professional Responsibility Report Form

If the matter is not resolved to the employee's satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the Care Manager. Copies of the Report will be forwarded to the Director of Care Services, the steward and the Union.

4. Meeting with Director of Care Services

The Director of Care Services shall meet with the employee with regard to the matter within fourteen (14) calendar days of receiving the Incident Report.

5. If Matter is Unresolved

If the concern is not resolved to the employee's satisfaction the employee may request a meeting with the Executive Director. At the employee's request the employee may be accompanied by a steward. A reply in writing will be provided to the employee and the Union within 7 days of the meeting.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**WELL BEING SERVICES (STANFORD) LTD.
STANFORD SENIORS VILLAGE**

AND

HOSPITAL EMPLOYEES’ UNION

Re: Job Sharing

ARTICLE 1 – Preamble

1.1 This MOA establishes provisions for two employees to voluntarily “job share” a single regular position.

1.2 A “job sharing” agreement refers to a specific written agreement between the Union and Employer. The agreement shall be signed before a job share can be implemented.

ARTICLE 2 – Participation

2.1 The Parties recognize the involvement in a job share agreement is voluntary for all parties. The Employer has sole discretion whether to participate in a specific job share agreement.

2.2 An interested employee shall initiate a request to job share in writing. The written request shall be copied to the Employer and the Union.

2.3 Where the Employer approves a request to job share, a notice shall be posted to determine interest in job sharing the specific position. Those interested in job sharing shall respond to the Employer in writing. Should the number of qualified employees responding exceed the number of opportunities available, then selection shall be on the basis of seniority.

2.4 The successful employee who showed interest in job sharing shall be deemed to be in a qualifying period as per Article 12.02 – Qualifying Period.

2.5 Where a regular position is vacated as a result of an employee being successful in a job share, the regular vacancy shall be treated in accordance with the provisions of the Collective Agreement.

ARTICLE 3 – Maintenance of Positions

3.1 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.

3.2 If one job share partner decides to discontinue participating in a job share by posting into another regular position, reverting to casual status or resigning, then the remaining employee shall be given the opportunity to assume the full position, except where that employee was casual status before the job share commenced. Should that employee decline the full position and wish to continue to job share the position, a new job share must be requested. If the new job share request is approved, then a notice shall be posted as per section 2.3 above. The employee discontinuing the job share shall be expected to continue in the job share for a thirty day period while interest in job sharing the specific position is canvassed.

3.3 If no new job share partner is found as per section 3.2 above, then the remaining employee shall post into another

regular position, revert to casual status, or resign. The former job shared position would then be treated in accordance with the Collective Agreement.

3.4 The Employer shall give sixty (60) days’ notice if they decide to discontinue a job sharing agreement. If the job share agreement is discontinued by the Employer, the most senior employee shall be given the first option to assume the full position. The employee who has no position as a result of the Employer discontinuing the job share agreement shall be displaced pursuant to the provisions of the Collective Agreement, except where that employee was casual status before the job share commenced they shall revert to casual status.

ARTICLE 4 – Schedules and Job Descriptions

4.1 A work schedule shall be set out in advance showing the days and hours or shifts to be worked by each job sharing partner.

4.2 Job descriptions for the job sharing partners shall be identical.

4.3 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

ARTICLE 5 – Benefits

5.1 Each employee in a job share arrangement shall be treated as a part-time employee for all benefit and pension purposes, unless mutually agreed to otherwise. There is no obligation for the Employer to assume additional costs.

5.2 As a general principle and unless otherwise mutually agreed, the employees shall be entitled to all benefits contained in the Collective Agreement.

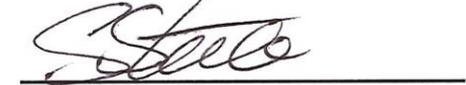
ARTICLE 6 – Relief

6.1 Temporary relief for a job shared position shall be determined pursuant to the Collective Agreement.

6.2 Job share partners shall relieve for each other where there is no other source of relief available.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Janine Brooker
Negotiator

Sean Steele
Negotiator

Date Signed Sept 10, 2020

Date Signed Oct 8, 2020

MEMORANDUM OF AGREEMENT #2

BETWEEN

**WELL BEING SERVICES (STANFORD) LTD.
STANFORD SENIORS VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION

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 (Stanford) Ltd. – Stanford Seniors Village /
Hospital Employees' Union - Oct 1, 2018 to Sep 30, 2021**

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Janine Brooker
Negotiator



Sean Steele
Negotiator

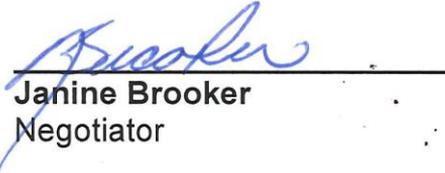
Sept 10, 2020
Date Signed

OCT 8, 2020
Date Signed

**SIGNED ON BEHALF OF
THE UNION:**



Maire Kirwan
Coordinator - Private Sector

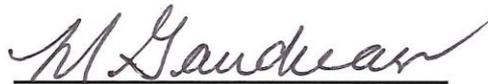


Janine Brooker
Negotiator



Elaine McQuade
Bargaining Committee Member

Lori Salmon
Bargaining Committee Member



Marilyn Gaudreau
Bargaining Committee Member

Sept 10 2020

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



James Liebenberg
President



Sean Steele
Negotiator

16 Sept 2020

Date Signed