

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

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

October 1, 2018 to September 30, 2021

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PREAMBLE

It is recognized that it is the right of the residents to uninterrupted, skillful and efficient attention which 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.

THEREFORE the parties mutually agree as follows:

ARTICLE 1 – RESPECTFUL WORKPLACE

1.01 No Discrimination or Harassment

- 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 or harassment, including sexual harassment;
- c) The employer and the Union agree that there shall be no discrimination practiced with respect to any employee for reason of membership or activity in the union.

1.02 Complaints Investigation

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

- d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

1.03 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 Resolutions Processes – differences will be managed through dispute resolution processes, including, but not limited to Articles 7, 8 and 9 of this agreement.
- f) Support – Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.04 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.

1.05 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.

1.06 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 2 – EXCLUSIVE BARGAINING AGENT

2.01 Sole Bargaining Agency

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

2.02 Union Shop

All employees who are covered by the Union’s Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of 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 – Grievance Procedure.

2.03 Union Check-Off

The Employer agrees to the biweekly 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 deductions.

The Employer shall provide the Union's Provincial Office with a list of all bargaining unit 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 2.02.

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

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

2.04 Induction

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

2.05 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 to a maximum of eight (8) Shop Stewards. The Union shall make every effort

to maintain a minimum of three (3) 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 during business hours and with the prior approval of the Employer. Approval shall not be unreasonably denied.

2.06 Badges and Insignia

Employees are permitted to wear Union pins or Shop Steward badges, provided the content is legal and respectful to maintaining a healthy and productive workplace. Employees are required to wear their name tags at all times while in Employer facilities. The Employer shall provide all new employees with a name tag. Employees may have replacement name tags free of charge once per year. If a name tag needs replacement more than once per year, the replacement costs of five dollars (\$5) will be borne by the employee.

2.07 Bulletin Boards

The Employer shall provide a bulletin board in a conspicuous, mutually agreed to location for the sole use of the Union to provide information to union members in a respectful and legal manner for a healthy and productive workplace. Union notices are only to be posted on the bulletin board and nowhere else on the property (building and grounds).

2.08 Meeting Facilities

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

2.09 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 3 – DEFINITIONS

3.01 Gender Neutral and Singular/Plural

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

3.02 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 twenty-four (24) months or as otherwise defined by the benefits carrier. An employee may not have as a spouse more than one person at a time.

3.03 Bargaining Unit

Is the unit for collective bargaining described in the certificate issued by the Labour Relations Board on January 29, 2016 for employees employed by Well Being Services (Selkirk) Ltd., 385 Waterfront Crescent, Victoria, B.C. for whom the Hospital Employees’ Union is the bargaining agent, or as otherwise agreed to by both parties.

3.04 Union

Is defined as the Secretary-Business Manager of the Hospital Employees’ Union or designated Servicing Representative.

3.05 Basic rate of Pay

Means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix A.

3.06 Continuous Service

Means uninterrupted employment with the Employer.

3.07 Day, Week, Month, Year

Means a calendar day, week, month, and year unless otherwise specified in this Agreement.

3.08 Employer

Well Being Services (Selkirk) Ltd.

3.09 Rest Period

Means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

3.10 Probationary Employee

An employee who is hired and who has not yet successfully completed his/her probationary period as per Article 11.01.

3.11 Casual Employee

An employee who is not regularly scheduled to work but is employed to relieve vacancies or to perform emergency or non-reoccurring or irregular short term relief work as required by the Employer.

3.12 Full-time Employee

An employee regularly scheduled to work an average of thirty-five (35) to thirty-seven-point-five (37.5) hours per week on a continuing basis.

3.13 Part-Time Employee

An employee who is regularly scheduled to work less than an average of thirty-five (35) hours per week on a continuing basis.

3.14 Emergency

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – LEGAL PICKET LINE

5.01 Strikes or Lockouts

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

5.02 Legal Picket Lines.

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

ARTICLE 6 – LABOUR - MANAGEMENT COMMITTEE

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

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

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

- 1) Reviewing matters, related to the maintenance of good relations between the parties;
- 2) Correcting conditions causing misunderstandings;
- 3) Dealing with matters referred to in this Agreement;
- 4) Discussing the quality improvements opportunities and making recommendations to improve resident services.

6.02 The Labour - Management Committee shall consist of:

- i) up to four (4) representatives of the Union which may include the Secretary/Business Manager of the Union or designate;
- ii) up to four (4) representatives of the Employer.

The parties will alternate at each meeting the responsibility of chairing the meeting. The Employer shall be responsible for drafting an agenda. Every effort will be made to have the agenda circulated one week in advance of the meeting. The Employer shall take and distribute minutes of meetings. The minutes shall be considered accepted, unless the Union responds with changes within fourteen (14) days of receiving the draft minutes.

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

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

6.03 The committee meeting shall normally be held every second month; however either party may call a meeting of the

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 Time spent by members of the Union Committee in attendance at Labour Management meetings shall be considered work time for the purposes of pay and benefits.

Union Committee members shall have their positions backfilled while attending meetings, subject to operational requirements.

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 warnings, suspensions and dismissals.

7.02 Right to have a Shop Steward Present

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.

The parties recognize that meetings to address operational matters and workplace expectations and to manage performance are not disciplinary in nature.

7.03 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 Employer shall offer 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.

7.04 Dismissal/Suspension for Alleged Cause

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

7.05 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 7.10 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

7.06 The Employer shall supply the necessary facilities for the grievance meetings, except that where a meeting offsite is necessary, the parties will share the cost.

7.07 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.

7.08 Discipline - General

- a) An employee shall be given a copy of any 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.
- b) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. The twenty-four (24) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.
- c) 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.

7.09 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 obtain a copy of any document in the employee's personnel file, 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.

7.10 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.

7.11 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 supervisor's 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 filing the grievance. 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 this 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.

7.12 Grievance Investigation

A Shop Steward or a Union Committee Member shall obtain permission of his/her immediate supervisor who is outside the bargaining unit prior to leaving their work duties to undertake the following Union responsibilities. Such permission will not be unreasonably withheld subject to operational requirements and at the discretion of management. This time shall be without loss of pay or benefits.

- a) Assisting any employee whom the Shop Steward represents in investigating and presenting a grievance in accordance with this agreement.
- b) Attending meetings called by Management.

ARTICLE 8 – EXPEDITED ARBITRATIONS

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

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

8.02 All presentations are to be short and concise and are to include a comprehensive opening statement.

8.03 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.

8.04 The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.

8.05 Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

8.06 All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

8.07 The parties shall equally share the cost of the fees and expenses of the Arbitrator.

8.08 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 a mutually agreed on arbitrator from the list below:

- Chris Sullivan
- Colin Taylor
- Elaine Doyle
- Ken Saunders
- Mark Atkinson

8.09 The expedited Arbitrator shall have the same powers and authority as an arbitration board.

8.10 Neither party will appeal the decision of the Arbitrator.

8.11 Trouble Shooter

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual

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

ARTICLE 9 – ARBITRATION

9.01 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.

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

- Chris Sullivan
- Colin Taylor
- Elaine Doyle
- Ken Saunders
- Mark Atkinson

9.03 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.

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

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

ARTICLE 10 – DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

A regular full-time employee is an employee regularly scheduled to work an average of thirty-five (35) to thirty-seven-point-five (37.5) hours per week on a continuing basis, or such period as mutually agreed. Regular full-time employees accumulate seniority on an hourly basis for all paid hours (excluding overtime) and are entitled to all benefits outlined in this Collective Agreement. 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.

10.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis for all paid hours (excluding overtime) and are entitled to all benefits outlined in this Collective Agreement, subject to any limitations or regulations by the benefit providers.

10.03 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. Casual employees are entitled to the benefits set out in the Casual Addendum.

10.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) 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 11 – PROBATIONARY PERIOD

11.01 Employees shall be considered probationary 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 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. The employee may grieve the decision.

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

11.03 Orientation

(a) Employee shall receive an orientation as outlined by Employer policy commensurate with the skills and experience of the individual employee.

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

ARTICLE 12 – SENIORITY

12.01 Seniority for all full-time, part-time and casual employees will accrue for all paid hours (excluding overtime) since the most recent date of hire.

12.02 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 continuous service and shall not affect an employee’s seniority rights.

12.03 Seniority Lists

Seniority lists shall be posted every three (3) months. Such seniority lists 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.

12.04 The Employer shall supply the Union with a seniority list in an acceptable electronic format, by department in January, April, July and October (the adjustment dates) of each year, showing employees’ names alphabetically, and their accumulated seniority hours. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator’s office during regular daytime hours.

ARTICLE 13 – JOB POSTINGS & APPLICATIONS

13.01 The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of

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

13.02 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 thirty (30) days or more. In any event, a temporary position must be posted when it exceeds sixty (60) calendar days. A regular employee may not bid on more than three (3) temporary positions in a year unless it would provide an increase in pay and/or full-time equivalent (FTE).

13.03 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.

13.04 The Employer reserves the right to determine if a vacancy exists.

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

13.06 Selection

- a) The Employer shall, within seven (7) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- b) Upon request, unsuccessful applicants will be provided with an opportunity for meaningful discussion related to the results of their application.
- c) In the event the Employer determines there are no qualified internal applicants for a posted vacancy, the Employer may proceed to select an external applicant.

13.07 Application of Seniority

In the promotion, transfer or voluntary demotion of employees, seniority shall be the determining factor where the required qualifications, skills and abilities are relatively equal between two (2) or more applicants. Employees will be considered relatively equal if their final selection scores are within fifteen percent (15%) of each other.

13.08 Temporary Promotion or Transfer

Where operational requirements make it necessary, the Employer may make temporary appointments from within the bargaining unit.

Temporary vacancies greater than sixty (60) calendar days will be posted.

The successful employee will return to his/her former position upon completion of the assignment. As much notice as possible will be given to the incumbent in a temporary position prior to the end of the temporary position.

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.

Employees who post into a temporary vacancy in their same classification are expected to complete the term of the posted temporary vacancy. An employee working in a posted temporary vacancy may apply and be granted a subsequent posted temporary vacancy without completing the current vacancy, three times per calendar year. This restriction shall not apply in circumstances where a new posted temporary vacancy provides additional or change in hours, increased pay, and/or eligibility for benefits.

13.09 The Employer shall, where operational requirements allow, (meeting third party accountabilities) 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.

13.10 Qualifying Period

- a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. However the Employer may extend the qualifying period, if required, in order to provide proper evaluation in extenuating circumstances.

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

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

- c) If the Employer or Employee exercises their right in (b) above the Employer shall repost the position.

13.11 Float Positions

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 13.01.
- (b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- (c) The rate of pay shall be according to the job classification the Float position is covering.
- (d) An employee accepting a float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.
- (e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) shall be exempt from Article 18.01 (a), (b), (c), (f), and (g) – Scheduling Provisions. In addition, they shall not be entitled to access work under Article 45 – Casual and Part-time Call In and Entitlements, at times when they are otherwise regularly scheduled to work.

ARTICLE 14 – JOB DESCRIPTIONS

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

The said job description, or any revised job description, shall be provided in writing or electronically 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 within the sixty (60) calendar days, the wage rate shall be considered to be established.

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

14.02

- a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 2 of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- c) Any decision to adjust the wage rate in either 14.02 (a) or (b) either by the parties or an Arbitrator shall be retroactive to the date the complaint was filed.

ARTICLE 15 – TECHNOLOGICAL CHANGE

15.01 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.

15.02 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.

15.03 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 B.C.

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 16 – ADJUSTMENT PLAN

Where the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, notice will be given in accordance with Section 54 of the *Labour Relations Code*.

ARTICLE 17 – LAYOFF AND RECALL

17.01 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 17.04.

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

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

- a) One (1) week notice after three (3) continuous months of employment.
- b) Two (2) weeks' notice after twelve (12) continuous months of employment, plus one additional week for each year of employment, to a maximum of eight (8) weeks' notice.

17.03 In the event of a layoff, regular full-time and part-time employees shall be laid-off by job classification in reverse order of seniority within a Department, provided there are available employees with greater seniority who have the qualifications and ability and are willing to do the work of the employees laid-off.

The Parties recognize the value of a discussion, or a meeting prior to laying off employees in the Bargaining Unit. Where the Employer intends to introduce a measure which may result in a reduction of the workforce, the Parties shall meet at least twenty-one (21) days prior to the measure being implemented. The purpose is to discuss the relevant factors related to the layoff.

17.04 Bumping

A laid-off employee may bump a less senior employee at the worksite, provided the laid-off employee has more seniority, is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee effect a promotion through a bump.

A 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 grid.

A laid-off employee who bumps a less senior employee shall be paid at the hourly rate of the classification they are bumping into, at a rate corresponding to their previous placement on the wage grid. Concurrent with notice of layoff, the Employer will provide affected employees a list of positions available for bumping, including vacant positions. Laid-off employees must make bumping choices within twenty-one (21) days from the receipt of the notice.

17.05 Notice of lay-off shall not apply where the Employer can establish that the lay-off results from a force majeure, fire or flood.

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

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

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

ARTICLE 18 – SCHEDULING PROVISIONS

18.01

a) 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.

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

b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 20.

d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the

commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

- e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, 48 hours' notice in writing is given and provided that there is no increase in cost to the Employer. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 20. 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.
- h) No split shifts shall be part of any rotation schedule. In extreme circumstances split shifts may be offered, shall be voluntary (with the approval of the employee) and shall be offered in order of seniority.
- i) No split shifts shall be worked except in cases of emergency.

ARTICLE 19 – HOURS OF WORK

19.01 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.

19.02 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 to by the parties.

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

- b) Employees who are required by the employer to be on-call during a meal period or who are required by the Employer to remain in the facility shall have their meal period included within their scheduled shift or as otherwise mutually agreed to by both parties.
- c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 20.

19.03 Meal Periods

- a) An unpaid meal period of one-half (1/2) hour to forty-five (45) minutes shall be provided by the employer unless otherwise mutually agreed. Meal periods of forty-five (45) minutes shall only be implemented where there is no loss of overall hours. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without a meal period or as otherwise mutually agreed upon.
- b) If the employee is authorized to work during the meal period, the meal period shall be paid at straight time rates.
- c) Employees who are scheduled to be on call during a meal period shall be paid for a full shift, with the meal period being included within such shift.

19.04 Rest Periods

Employees working a full shift shall receive two (2) rest periods of fifteen (15) minutes each, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period of fifteen (15) minutes or as otherwise mutually agreed upon.

ARTICLE 20 – OVERTIME

20.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 19.02 or who are requested to work on their scheduled day off shall be paid:

- The rate of time-and-one-half of their basic hourly rate of pay for the first four (4) hours in excess of seven-and-one-half (7.5) hours per day, and double-time thereafter.
- Overtime shall be paid at double-time for any hours worked on a scheduled day off.

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

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

20.04 Employees who work 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 when food is not available. 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 in order that they may take a meal break.

- i) This clause shall not apply to part-time employees until the requirements of Article 20.06 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 their regular shift times for a normal work day.

20.05 Opportunities for overtime work shall be offered to employees within the classification by seniority; subject to operational requirements.

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, where no other employee with the ability to perform the work is available. Employer determined need will be paid at double-time. Only in cases of emergency or urgent need may an employee be required to work overtime. When an employee does not agree that there is an emergency or that no other employees were available, the employee shall work such overtime under protest and may file a grievance.

20.06 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.

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

20.08 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 (8) clear hours worked on the next regular shift.

ARTICLE 21 – CALL BACK

21.01 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 they actually commence work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

21.02 On Call

RN's required to be on call shall be paid an on call premium of ten dollars (\$10) per hour.

ARTICLE 22 – CALL- IN STATUTORY REQUIREMENT

Any employee, except those covered by Article 21.01, reporting for work shall be paid the appropriate 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 23 – PREMIUM PAY

23.01 Shift Premiums

- Night Shift: \$ 1.75
- Evening Shift: \$ 0.95
- Evening shift is any shift in which the major portion occurs between 3:00 PM and 11:00 PM.
- 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.

23.02 Daylight Savings Time

With changes in daylight savings time where the shift consists of an additional one hour, that hour shall be paid at straight-time rates. There will be applicable night shift differential pay.

23.03 LPN In-Charge 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.

23.04 Weekend Shift Premium

The weekend shift premium shall be seventy-five cents (\$0.75) per hour.

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

Those employees receiving the night shift premium as per Article 23.01 shall not be entitled to receive this weekend shift premium.

For RNs only, the weekend shift premium is \$1.00, payable in addition to the evening/night shift premium paid under Article 23.01.

23.05 On-Call Differential

Employees required to be on-call shall be paid an on-call differential of two dollars (\$2) per hour, or portion thereof.

If called in or required to provide a service via the phone, overtime shall be applicable as per Article 20 at a minimum of two (2) hours.

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

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

ARTICLE 24 – TRANSPORTATION ALLOWANCE

An employee 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 25 – RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

25.01 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.

25.02 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 26 – STATUTORY HOLIDAYS

26.01 Statutory Holidays

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

- Full-time employees working 5 on; 2 off rotations shall be paid an average day's pay on the statutory holiday. To qualify, employees must have worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday.
- Other regular full-time and part-time employees shall receive four percent (4%) of their straight-time pay in lieu of statutory holidays.

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

26.02 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2) in addition to any statutory holiday pay owing. Regular employees and casual employees in a temporary posting, who are required to work on Christmas Day shall be paid double-time (2x).

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

26.04 All employees scheduled to work on any of the statutory holidays as listed in Article 26.01 shall not have their normal hours of work reduced.

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

26.06 Casual employees shall receive four-point-four percent (4.4%) of their straight-time pay in lieu of the eleven (11) statutory holidays.

Casual employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1.5x). Casual employees in a temporary posting, who work on Christmas Day shall be paid double-time (2x).

ARTICLE 27 – ANNUAL VACATIONS

27.01 The vacation earning/accrual year shall be from the first pay period in July to the last pay period in June each year, and the vacation year shall be January 1st to December 31st. (Effective July 1, 2016)

All employees shall be credited for and granted vacations earned up to the last pay period in June each year, on the following basis:

(a) New Employees who have been continuously employed at least six (6) months prior to the first pay period in July shall receive vacation time based on total completed calendar months employed to the last pay period in June.

New Employees who have not been employed six (6) months prior to the first pay period in July shall receive a partial vacation after six (6) months’ service based on the total completed calendar months employed to the last pay period in June.

(b) Employees with one (1) or more years of continuous service with the Employer shall have earned the following vacation time with pay: (Effective Jan. 1, 2017)

i. 1 year to 2 years continuous service - 10 paid days’ vacation (regular employees shall be entitled to a vacation period of 10 working days, equivalent to 4% of accrual year’s hours, excluding overtime).

- ii. 3 years to 7 years continuous service - 15 paid days' vacation (regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of accrual year's hours, excluding overtime).
 - iii. After 7 years continuous service a regular employee shall receive an additional day (0.4%) of paid vacation per year, up to a maximum of 18 working days' vacation, (equivalent to 7.2% of accrual year's hours, excluding overtime).
- c) Casual employees shall receive four percent (4%) of straight-time pay on each pay cheque in lieu of scheduled vacations.

Note: No regular employee, as at Jan. 1, 2017, receiving a superior vacation entitlement to the above shall have those entitlements reduced.

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.

27.02 Vacation leave for part-time employees will be based on service, not hours worked.

27.03 Vacation Carryover

All earned vacation is to be booked and taken each year, except that five days' vacation may be carried over from one vacation year to the next. Carried over vacation must be taken before the current years' vacation is used.

27.04 Scheduling of Vacation

- (a) Employees shall submit their vacation requests in writing by November 15th of each year for the following year. The Employer shall respond in writing to employee requests by December 15th for January, February, and March of the following year and by January 31 for the remaining requests of the same year.
- (b) Employees shall indicate 1st, 2nd, 3rd, etc. choice vacation

periods.

- (c) Each choice will be awarded based on seniority.
- (d) All first choice requests will be awarded prior to second choices being considered, based on seniority, and so on through each choice request.
- (e) Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee choices conflict, seniority shall be the deciding factor.
- (f) Vacation must be awarded in one week blocks unless mutually agreed between the Employer and the employee.
- (g) Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the request.

27.05 Vacation Pay

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

27.06 Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation pay pursuant to Article 27.01.

27.07 Reinstatement of Vacation Days – Sick Leave

In the event an employee is on approved sick leave or injured prior to the commencement of their vacation, such employee shall be granted sick leave subject to proof of illness or injury 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.

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

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

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

ARTICLE 28 – BEREAVEMENT LEAVE

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

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

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

Paid leave of up to two (2) days, in addition to bereavement leave referred to above, may be taken for travel associated with bereavement leave.

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

ARTICLE 29 – FAMILY RESPONSIBILITY LEAVE

An employee is entitled 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 30 – SICK LEAVE, WCB, RETURN TO WORK

30.01 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*.

30.02 On January 1 each year a regular employee shall be credited with seven (7) days of paid sick leave for the current year. For a full-time employee working 37.5 hours per week this credit shall be 52.5 hours sick leave. For a full-time employee working a 4 on; 2 off; 7.5 hour shift rotation, this credit shall be 49 hours sick leave.

Sick leave credits for part-time employees on January 1 shall be prorated, initially based on their FTE (full-time equivalent) as of January 1 of the year. Then on September 1 of the year, part-time employees’ sick leave credits shall be adjusted to reflect prorating based upon actual paid hours in the year.

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

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

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

30.05 Leave with pay shall be granted for the one (1) day or less not covered by the *Workers’ Compensation Act* for employees eligible for WCB coverage.

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

Sick leave deductions shall be according to actual time off.

30.07 Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, accumulate seniority, and be continued on the payroll under the heading of leave of absence without pay for a period of up to twelve (12) months, and subject to review by the Employer.

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 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.

30.08 The Employer shall inform all employees at every pay period of the number of sick days accumulated.

30.09 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.

30.10 Workers Compensation Benefits

a) Benefits While on Compensation

Employees who are absent from work as a result of a compensable injury sustained while working at Selkirk Place and in receipt of WCB wage-loss replacement benefits shall receive Health and Welfare benefits as if they were at work, provided they remain an employee of Selkirk Place.

b) Employee to Contact Employer

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

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

30.11 Return to Work Programs

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

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

Prior to entry into a return to work program, the Employer, the employee and the designated Union Representative may discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and 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 31 – 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 32 – EDUCATION LEAVE

32.01 Employer Requested Leave

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

32.02 In-Service Education

The parties recognize the value of in-service education both to the employee and the Employer and shall encourage employees to participate in in-service education. 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.

32.03 Staff Development Leave

After three (3) years of employment, a regular employee may request, in writing, an extended unpaid leave of absence to take educational courses relating to the positions/classifications in the wage schedule, 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 18.

ARTICLE 33 – UNPAID LEAVE

33.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Department Supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The fourteen (14) days' 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 subject to operational requirements. Notice of the Employer's decision shall be given in writing as soon as possible. Existing vacation balances must be exhausted prior to an employee being approved an unpaid leave of absence with the exception of circumstances outlined in Article 33.05.

33.02 Unpaid Leave Affecting Seniority and Benefits

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave. Upon return to work after the unpaid leave, the employee shall recommence the accumulation of seniority and benefits and receive credit for any benefits or seniority earned prior to the commencement of the unpaid leave.

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) working days, subject to the limitations of the benefit plan and the carrier's contract with the Employer. Said coverage will be at the employee's expense.

Employees must pay the Employer for benefit premiums for all benefits they have chosen to continue no later than the first of each month. Payment of benefit premiums shall be prorated for partial months.

33.03 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 requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of fourteen (14) days' notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll, and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.
- e) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
- f) Where less than seven (7) days' notice is given, leave

pursuant to this paragraph shall be subject to reasonable operational requirements.

33.04 Unpaid Leave – Public Office

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

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

33.05 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 34 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

34.01 Maternity Leave

- a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before the date of birth and subsequent to the date of birth shall be at the option of the employee.
- b) Pregnancy shall not constitute cause of dismissal.
- c) Employees shall make every effort to give at least four (4) weeks’ notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least four (4) weeks’ notice of their intention to return to work prior to the termination of the leave of absence.
- d) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*,

shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

- e) The Employer may require the employee to provide a doctor’s certificate indicating the employee’s general condition during pregnancy along with the expected date of birth.
- f) Upon return to work, the employee shall continue in her former position, if it still exists, without loss of any entitlements.

34.02 Parental Leave

- a) Upon written request, an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay, or sixty-one (61) consecutive weeks in the case of a birth mother who takes maternity leave under Article 36.03, Adoption Leave. 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 34.01, Maternity Leave, 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 - Definitions.

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

Health and Welfare Benefits coverage shall continue at the employer’s expense.

34.04 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 shall determine the apportionment of the adoption leave.

34.05 Leave Respecting the Disappearance of a Child

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

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

34.06 Leave Respecting the Death of a Child

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

ARTICLE 35 – HEALTH CARE PLANS

35.01 BC Medical Services Plan

The Employer shall pay 100% of the BC Medical Services Plan premiums for all eligible employees except those who are otherwise covered.

35.02 Extended Health and Dental Benefits

- a) The Dental benefits currently in effect shall continue for the term of the collective agreement.
- b) The Employer shall pay 100% of the premium costs for these benefits.
- c) A prescription pay direct drug card will be provided to cover the appropriate percentage of all eligible expenses for prescriptions purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to the tiered formulary found in “My Drug Plan” with Sunlife Financial, which reimburses 80% for drugs in tier 1, 50% for drugs in tier 2 and 20% for drugs in tier 3. The plan shall have a twenty-five dollar (\$25) deductible.
- d) Regular employees as at October 27, 2016 will be encouraged to switch to a tier one drug (prescription) where appropriate, but where the employee for whatever reason does not, the current prescriptions of those regular employees shall be grandfathered indefinitely, provided they submit the special authority documentation. Changes in Article 35.01 (c) above shall be effective March 1, 2017.

35.03 Long Term Disability Insurance Plan

- a) The Long Term Disability Insurance Plan Benefits currently in effect shall continue for the term of the collective agreement.
- b) The employee shall pay 100% of the premium costs for these benefits.

35.04 Group Life Insurance & Accidental Death and Dismemberment

- a) Accidental Death and Dismemberment and Life Insurance Benefits currently in effect shall continue for the term of the Collective Agreement.
- b) The Employer shall pay 100% of the premium costs for these benefits.

35.05 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.

35.06 Eligibility

Coverage for a regular employee under these Plans shall commence on the first day of the month following the month in which the employee successfully completes his/her probation period or his/her qualifying period, not to exceed three (3) months.

Coverage under the provisions of these plans shall apply to regular full-time and regular part-time employees. Their spouses and dependent children shall be eligible for coverage under Extended Health, Dental and BC Medical Services Plans.

ARTICLE 36 – PAY DAYS

36.01 Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

36.02 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 37 – PERSONAL AND EMPLOYER PROPERTY

37.01 Return of Employer Property

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The

Employer shall take such action as required to recover the value of articles which are not returned.

37.02 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.

ARTICLE 38 – VACCINATION AND INOCULATION

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

Where an employee is required by the Employer to take a medical examination it will be at the Employer’s expense and on the Employer’s time. Where an employee is required by the Employer to have medical vaccination, inoculation or other immunization, it shall be at Selkirk Place, on the Employer’s time and at the Employer’s expense.

Where the Employer requires certain vaccination, inoculation and other immunization, and where the employee can show proof of receiving the required vaccination, inoculation and other immunization, the employee will be exempt from this requirement at Selkirk.

ARTICLE 39 – PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES AND REGISTERED NURSES

39.01 Employee Concerns

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

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

39.02 Discussion with Director of Resident Services

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At his/her request, the employee may be accompanied by a steward.

39.03 Unusual Occurrence Report Form

If the matter is not resolved, the employee may complete an Unusual Occurrence Report Form within seven (7) calendar days of the discussion with the Manager. One report will be forwarded to the Labour and Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

39.04 Labour and Management Committee Meeting

The Labour and Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Unusual Occurrence Report Form.

ARTICLE 40 – OCCUPATIONAL HEALTH AND SAFETY

40.01 Occupational Health and Safety Committee

The Employer and the Union agree to co-operate 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 relations 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 will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.

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.

e) Aggressive Residents

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

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 workload problem identified by the committee.

40.02 Training and Orientation

- a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received sufficient and adequate training and/or orientation.
- b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

40.03 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*.

40.04 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.

40.05 Protective Clothing and Equipment

- a) The Employer shall provide personal protective equipment for the work the employee is required to perform.
- b) Staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

40.06 Employee Workload

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

1. Utilizing casual employees in accordance with the Collective Agreement.
2. Discussing the situation with affected employees and providing direction on priority duties to be performed. Where appropriate, the priorities shall be confirmed in writing.
3. Re-assigning work.

The Employer is not required to replace absent employees, but under no circumstances will the prioritizing of duties, the

reassignment of work, or the decision to not replace result in an unsafe increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved the employee may seek remedy by referring the safety related workload concern(s) to the Occupational Health and Safety Committee for investigation and recommendations.

40.07 In order to facilitate health and safety, employees have a duty to inform the Employer if working at other health care facilities.

40.08 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 41 – VARIATIONS

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

ARTICLE 42 – PRINTING

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.

ARTICLE 43 – EFFECTIVE AND TERMINATING DATES

43.01 Effective and Terminating Dates

The Agreement shall be effective date of ratification 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, or either party brings the Collective Agreement to an end as per Section 45 of the B.C. *Labour Code*.

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.

43.04 This agreement may be opened for Collective Bargaining by either Party serving written notice to the other during the month of May 2021.

Where no notice is given by either Party prior to May 31 2021, both Parties shall be deemed to have been given notice under this article on May 31 2021.

ARTICLE 44 – VOLUNTEERS

44.01 Volunteer Work

It is agreed that volunteers and students have a role in caring for seniors and are an important link to the community being served.

It is further agreed that volunteers and students will be supernumerary to established positions in the bargaining unit and that the use of volunteers and students will not result in the layoff of employees in the bargaining unit.

ARTICLE 45 – CASUAL AND PART-TIME CALL IN AND ENTITLEMENTS

- 1) The Employer may call in casual or part-time 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) Part-time employees may register for casual work based on their seniority, provided they are capable of performing the work and there are no overtime costs.

Part-time and casual 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 five (5) working days or more, 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 an increase 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.
- Employee may only access this right three (3) times per calendar year.

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.

- 3) All hours worked by part-time employees accumulate for the purposes of sick leave and 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 they are qualified to perform 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 casual employee seniority list and each classification registry shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees, while on probation, will be added to the registry or registries in the order that they are hired.
- 10) For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date. Within two weeks of each adjustment date, the employer shall send to the Union designate, a revised copy of the casual seniority lists/classification registries.

- 11) Call in procedure- Each call shall allow for a duration of five (5) rings. All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.
- 12) 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.
- 13) In the event an answering machine is reached, a message shall be left relaying the details of the shift(s) being offered.
- 14) The call-in process for casual shifts known three (3) weeks or more in advance is as follows:
 - the Employer shall call casuals in order of seniority,
 - Casuals shall be provided one hour to respond.
 - the most senior employee who accepts the shift(s) within the one (1) hour period shall be awarded the shift(s).
- 15) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- 16) The parties agree that all terms of the collective agreement will apply to casual employees, except where modified by specific provisions.
- 17) A casual employee, who accepts an assignment or block, shall have the same obligation to fulfil the assignment or block as a regular employee.
- 18) Casual employees shall receive four percent (4%) of straight-time pay on each pay cheque in lieu of scheduled vacations.
- 19) Casual employees shall receive four-point-four percent (4.4%) of their straight-time pay in lieu of the eleven (11)

statutory holidays.

- 20) Casual employees shall submit in writing, by the fifteenth (15th) of each month, their availability for the next month. The Employer is obliged to call a casual employee only for those days on which the employee is available. In the scheduling of blocks, the Employer shall first call employees who have indicated availability for those blocks.
- 21) 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.
- 22) Casual employees registered for casual work, shall notify the Employer of times of unavailability due to sickness, vacation or unpaid leave of absence during which time Clauses 18 and 20 of this Article shall not apply. Casual employees who have not provided their availability will be considered as unavailable.
- 23) Casual employees have the right of refusal of two (2) calls/contacts during a pay period. The Employer may send an employee a registered letter requesting employment status and clarification of the employee's availability if the casual employee has not accepted work for three (3) consecutive months. Should the employee not respond within 14 days they shall be deemed resigned. A response within the fourteen (14) days does not preclude the Employer from terminating the employee.

ARTICLE 46 – PENSION PLAN

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

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 part-time employees for the eligibility rules for enrolment in the MPP. This will not affect their full-time status (as per Article 19.02) for purposes related to pensionable service.

ARTICLE 47 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

All employees shall be compensated as per the hourly rates set out in Appendix A, effective the first full pay period after the date of ratification.

ARTICLE 48 – 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. This restriction expires as of September 29, 2021.

No later than one-hundred-twenty (120) days prior to the expiry 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 commencing contracting out, and will discuss in good faith any alternatives raised by the Union.

ARTICLE 49 – 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 50 - 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.

MEMORANDUM OF AGREEMENT #1

BETWEEN

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

AND

HOSPITAL EMPLOYEES’ UNION

Re: Electronic Casual Call Out

The Parties agree to create a task force of up to three members from the Employer and three members from the Union to explore a process for the call out of casual relief shifts through an electronic process.

The implementation shall only take place by mutual agreement of the HEU staff representative and the Employer. The MOA may be cancelled with sixty (60) days written notice by either Party if the parties are unable to resolve any outstanding issues.

**SIGNED ON BEHALF OF
THE UNION:**

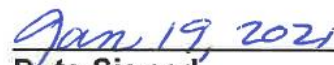
**SIGNED ON BEHALF OF
THE EMPLOYER:**



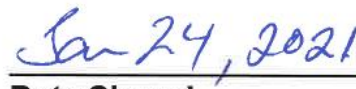
Janine Brooker
Negotiator



Sean Steele
Negotiator



Date Signed



Date Signed

MEMORANDUM OF AGREEMENT #2

BETWEEN

WELL BEING SERVICES (SELKIRK) LTD.
SELKIRK 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 (SELKIRK) Ltd. – Selkirk 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:**



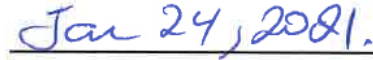
Janine Brooker
Negotiator



Sean Steele
Negotiator



Date Signed



Date Signed

APPENDIX A – WAGE SCHEDULE

Classification	Steps	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 (RN)	start	\$ 35.94	\$ 2.55	\$ 38.49	\$38.78
	after 488 hours	\$ 37.12	\$ 2.55	\$ 39.67	\$39.96
	after 1950 hours	\$ 38.21	\$ 2.55	\$ 40.76	\$41.05
	after 3900 hours	\$ 39.58	\$ 2.55	\$ 42.13	\$42.42
Licensed Practical Nurse (LPN)	start	\$ 26.49	\$ 1.13	\$ 27.62	\$27.75
	after 488 hours	\$ 27.21	\$ 1.13	\$ 28.34	\$28.47
	after 1950 hours	\$ 27.96	\$ 1.13	\$ 29.09	\$29.22
	after 3900 hours	\$ 28.74	\$ 1.13	\$ 29.87	\$30.00
Registered Care Aide	start	\$ 21.73	\$ 0.30	\$ 22.03	\$22.11
	after 488 hours	\$ 22.34	\$ 0.30	\$ 22.64	\$22.72
	after 1950 hours	\$ 22.97	\$ 0.30	\$ 23.27	\$23.35
	after 3900 hours	\$ 23.62	\$ 0.30	\$ 23.92	\$24.00
Recreation Aide	start	\$ 19.73	\$ 1.45	\$ 21.18	\$21.36
	after 488 hours	\$ 20.34	\$ 1.45	\$ 21.79	\$21.97
	after 1950 hours	\$ 20.97	\$ 1.45	\$ 22.42	\$22.60
	after 3900 hours	\$ 21.62	\$ 1.45	\$ 23.07	\$23.25
Rehab Assistant	start	\$ 22.37	\$ 0.30	\$ 22.67	\$22.73
	after 488 hours	\$ 22.89	\$ 0.30	\$ 23.19	\$23.25
Cook	start	\$ 20.14	\$ 0.30	\$ 20.44	\$20.74
	after 488 hours	\$ 20.73	\$ 0.30	\$ 21.03	\$21.33
	after 1950 hours	\$ 21.34	\$ 0.30	\$ 21.64	\$21.94
	after 3900 hours	\$ 21.98	\$ 0.30	\$ 22.28	\$22.58
Scheduler	start	\$ 17.98	\$ 2.25	\$ 20.23	\$20.52
	after 488 hours	\$ 18.54	\$ 2.25	\$ 20.79	\$21.08
	after 1950 hours	\$ 19.11	\$ 2.25	\$ 21.36	\$21.65
	after 3900 hours	\$ 19.71	\$ 2.25	\$ 21.96	\$22.25

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

Classification	Steps	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
Maintenance Worker	start	\$ 22.37	\$ 0.60	\$ 22.97	\$23.05
	after 488 hours	\$ 22.89	\$ 0.60	\$ 23.49	\$23.57
	after 1950 hours	\$ 23.57	\$ 0.60	\$ 24.17	\$24.25
SSW - Dietary Aide	start	\$ 15.54	\$ 1.33	\$ 16.87	\$17.02
	after 488 hours	\$ 16.03	\$ 1.33	\$ 17.36	\$17.51
	after 1950 hours	\$ 16.52	\$ 1.33	\$ 17.85	\$18.00
SSW - Housekeeping	start	\$ 16.50	\$ 0.40	\$ 16.90	\$16.96
	after 488 hours	\$ 17.01	\$ 0.40	\$ 17.41	\$17.47
	after 1950 hours	\$ 17.54	\$ 0.40	\$ 17.94	\$18.00
SSW - Laundry	start	\$ 17.14	\$ 0.34	\$ 17.48	\$17.83
	after 488 hours	\$ 17.67	\$ 0.35	\$ 18.02	\$18.38
	after 1950 hours	\$ 18.22	\$ 0.36	\$ 18.58	\$18.96
Nourishment / Cook's Helper	start	\$ 15.85	\$ 1.33	\$ 17.18	\$17.02
	after 488 hours	\$ 16.33	\$ 1.33	\$ 17.66	\$17.51
	after 1950 hours	\$ 16.85	\$ 1.33	\$ 18.18	\$18.00
Laundry / Housekeeping Lead	start	\$ 18.18	\$ 1.12	\$ 19.30	\$19.42
	after 488 hours	\$ 18.71	\$ 1.12	\$ 19.83	\$19.95
	after 1950 hours	\$ 19.26	\$ 1.12	\$ 20.38	\$20.50
Receptionist	start	\$ 16.69	\$ 2.01	\$ 18.70	\$18.95
	after 488 hours	\$ 17.21	\$ 2.01	\$ 19.22	\$19.47
	after 1950 hours	\$ 17.74	\$ 2.01	\$ 19.75	\$20.00

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

LPN's to receive a wage adjustment of \$1.00 per hour effective October 27, 2016. This rate is reflected in the wage table above.

* 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.


APPENDIX B – SUMMARY OF HEALTH CARE BENEFIT PLANS

BC MEDICAL PLAN	Employer pays 100% of the premium.
Life and AD&D Insurance	\$50,000 coverage
Dental Plan	Plan A - 100% Plan B - 60% (yearly max. \$1500 combined plans A & B) Plan C - 60% (lifetime maximum \$2,750 per person) No deductible
Extended Health/Drug Plan	Drug Plan - \$25 deductible; Unlimited Lifetime max. Pay Direct Drug Card provided.
Eye Exams	1 exam per 24 months (12 months for children).
Vision Care	\$225 per insured person every 24 months.
Long Term Disability	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.

**SIGNED ON BEHALF OF
THE UNION:**


**SIGNED ON BEHALF OF
THE EMPLOYER:**




Maire Kirwan
Coordinator - Private Sector



James Liebenberg
President



Janine Brooker
Negotiator



Sean Steele
Negotiator



Donna Calvo
Bargaining Committee Member



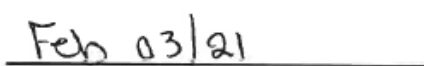
Christa Mino
Bargaining Committee Member



Sandra Cole
Bargaining Committee Member



Date Signed



Date Signed