

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

**452798 B.C. LTD.
RIDEAU MANOR**

JULY 1, 2018 TO JUNE 30, 2021

Note: underlined text is new language for 2018-2021

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MEMORANDUM OF AGREEMENT

BETWEEN:

**452798 B.C. LTD.
RIDEAU MANOR**

AND:

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

ARTICLE 1 - PREAMBLE

1.01 Preamble

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the Parties. The Union and Employer recognize the quality of services provided by Rideau Manor is related to an effective working relationship between the Parties.

1.02 No Discrimination

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

1.03 Complaints Investigation

An employee who complains of harassment may refer the complaint to either one or other of the following processes:

- a. where the complaint pertains to the conduct of an employee within the HEU bargaining unit it shall be referred to Ana Mohammed or Jean Greatbach (Complaints Investigator);
- b. or where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to Gwen Brodsky or Jean Greatbach (Complaints Investigator).
- 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.

When a complaint is received under either a or b above, the appropriate Complaint Investigator shall, pursuant to Section 103 of the *Labour Code* of B.C.:

- (i) Investigate the complaint;
- (ii) Determine the nature of the complaint; and
- (iii) Make written recommendations to resolve the complaint.

1.04 Respectful Conduct in the Workplace

The parties are committed to promoting a work environment in which all those who enter the workplace will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents and patients should expect to be treated in an environment where the risk of violence is minimized.

The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and

managers regarding expectations and consequences of inappropriate behaviour, aggression and violence.

Individuals who work for the Employer 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 Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.03 of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.05 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systemic behaviour 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.

1.06 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.

1.07 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.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency 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.

In furtherance of the above, the Employer shall provide a filing cabinet with a lock for the sole use of the Union stored in a safe secure place.

2.02 Union Shop

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

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

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

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

Article 7.04 - Grievance Procedure

Article 7.05 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

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

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

employee. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

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

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

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

2.04 Induction

The Secretary-Treasurer shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees for fifteen (15) minutes. Prior to each session, the Employer shall advise the Secretary-Treasurer of the names of the new employees hired.

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

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

employees.

2.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

ARTICLE 3 - DEFINITIONS

Common-Law Spouse: Two people who have cohabited as spousal partners for a period of not less than one (1) year.

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

Article 28 - Compassionate Leave

Article 29.01 - Special Leave

Article 35.01 - Medical Plan

Article 35.02 - Dental Plan

Article 35.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

- (a) The Union agrees that the management, operation, and the direction of the work force including, hiring, firing, promotion, demotion, classification, reclassification, evaluation and scheduling of employees, is vested solely with the Employer unless the Agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the Collective Agreement.
- (b) All rights and functions of the Employer including the right to maintain and improve order and efficiency except as this agreement otherwise specifies.
- (c) It is agreed that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - LEGAL PICKET LINE

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An Employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 6 - UNION/MANAGEMENT COMMITTEE

6.01 Union/Management Meetings

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute or other matters of a general nature, arising between the Employer and the employee(s).

Grievances of a general nature may be initiated by a Shop Steward in step two of the grievance procedure outlined in Article 7.04.

The time spent by Shop Stewards in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

There will be a minimum of three meetings a year unless otherwise agreed to.

6.02 Committee Meetings

All meetings shall be held as promptly as possible on request of either party.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

No Shop Steward or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward discussions shall take place where tenants are not affected.

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

7.02 Grievance Investigations

For the purposes of this article where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business. No meeting shall take place between the Employer and a Union member without reasonable advance notice being given to the member. The employee will make every reasonable effort to attend the meeting.

7.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

7.04 Grievance Procedure

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

STEP ONE:

The employee, with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the General Manager or his/her designate within fourteen (14) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step, then:

STEP TWO:

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

STEP THREE:

The Shop Steward, Secretary Business Manager or his/her designate and representatives appointed by the Employer, shall meet within fourteen (14) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) calendar days.

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

7.05 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 initiate a grievance at Step Three of the grievance procedure.

7.06 Industry Trouble shooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement:

- 1) Elaine Doyle,
- 2) H. Laing,
- 3) Dalton L. Larson,
- 4) V.L. Ready,
- 5) Mark Atkinson,
- 6) Debbie Cameron,
- 7) Irene Holden,
- 8) Harinder Mahil,

- 9) Chris Sullivan,
- 10) or a substitute agreed to by the parties, shall at the request of either party:
 - (a) investigate the difference.
 - (b) define the issue in the difference, and
 - (c) make written recommendations to resolve the difference.

Within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

7.07 Expedited Arbitrations

- (1) The Union may refer a grievance to an expedited arbitration.
- (2) The grievances suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties.
- (3) The location of the hearing is to be mutually agreed to by the parties, but shall be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be non-legal, lawyers may not be used to represent either party. The parties shall endeavour to reach an agreed to statement of facts prior to the hearing.
- (5) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the

- parties in mediating a resolution to the grievance.
- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - (8) The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.
 - (9) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
 - (10) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 - (11) The parties shall equally share the costs of the fees and expenses of arbitrator.
 - (12) The expedited arbitrators, who shall act as sole arbitrators, shall be mutually agreed to by both parties. Should the parties fail to agree on an arbitrator either party may request the Minister of Labour to make such appointment. In this regard the parties agreed to make every effort to appoint an arbitrator who is available to hear and determine the matter within two months of the referral to arbitration.
 - (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
 - (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
 - (15) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.01(b) for resolution.

ARTICLE 8 - ARBITRATION

8.01

(a) Composition of Board

Should the Employer and the Union fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including

any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

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

1. H. Mahil
2. J.E. Dorsey
3. Elaine Doyle
4. M. Jackson
5. Mark Atkinson
6. Heather Laing
7. D.C. McPhillips
8. Dalton Larson
9. Chris Sullivan

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

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

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

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

(b) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

1. H. Mahil
2. J.E. Dorsey
3. Elaine Doyle
4. M. Jackson
5. Mark Atkinson
6. Heather Laing
7. D.C. McPhillips
8. Dalton Larson
9. Chris Sullivan

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear; and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party

may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Code* of B.C. shall commence with the issuance of written reasons for the decision. The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 8 excepting Article 8.03.

In order to expedite the process where the above named individuals are not available in a reasonable time frame, the parties agree to meet and mutually agree upon a qualified substitute Arbitrator.

8.02 Authority of Arbitration Board

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

8.03 Time Limit for Decision of Arbitration Board

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

8.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness.

8.05 Arbitration Board Hearings

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

8.06 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless

paid by the Labour Relations Board of the Province of British Columbia.

8.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which he/she would have enjoyed if the lay-off, suspension or discharge had not taken place.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time (37.5 hours per week) on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

9.02 Regular Part-Time Employees

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

9.03 Casual Employees

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

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute

arises over the proper allocation of employee status, such dispute shall be resolved through Article 7, Section 7.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first three (3) calendar months of continuous service for full-time employees, or for regular part-time or casual employees, the first 480 hours or six (6) months, with the Employer, whichever comes sooner, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

ARTICLE 11 - EVALUATION REPORTS, PERSONNEL FILES

11.01 Evaluation Reports

Employees will have ready access in the staff room to a blank copy of current evaluation forms. Upon review of the evaluation with their manager, the employee will sign and receive a copy of the completed evaluation form. Signing of an evaluation is an acknowledgement of performance discussion and does not indicate agreement or disagreement with the assessment. Where a formal evaluation of an employee's performance is carried out,

the employee shall be provided with a copy to read and review. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

11.02 Personnel File

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

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) calendar days' notice prior to examining the file. Access to the file shall be no later than seven (7) calendar days after notice has been given.

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

ARTICLE 12 - SENIORITY

12.01 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

12.02 Qualifying Period

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

months.

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

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

12.03 Temporary Promotion or Transfer

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

12.04 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

12.05 Re-employment After Voluntary Termination or Dismissal for Cause

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

12.06 Supervisory Service

It is understood service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

12.07 Seniority Dates

Seniority lists shall be reviewed and posted every six (6) months (January and July). Such seniority dates shall be subject to correction for error on proper representation by the Union, within thirty (30) days of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

ARTICLE 13 - JOB POSTINGS AND APPLICATIONS

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

- (a) If the vacancy or new job has a duration of five (5) calendar weeks or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the anticipated commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided the change is consistent with the

provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith.

- (c) If the vacancy or new job has a duration of less than five (5) calendar weeks, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 12.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made.
- (d) It is the responsibility of each employee to be aware to job postings and to apply within the posting period. Employees may submit an application in writing, when they will be absent from work during the time of posting, in advance of their leaving, stating the job(s) they would be interested in applying for should a vacancy or new occurred during their absence.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted and supply a copy of the Union's Local Executive.
- (h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 14 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit.
- (b) New job descriptions or any revised job descriptions shall be presented in writing to the Secretary-Business Manager, or

- his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide details of its objection.

ARTICLE 15 - NOTICE OF NEW AND CHANGED POSITIONS

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 14.

If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then revised classification and wage rate shall be effective from the date when the new position was established.

(b) Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in the job content and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide

specific reasons for the objection in writing subject to the provisions of Article 14.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 16 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

16.01 Preamble

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

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

16.02 Definition of Displacement

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

16.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 16.02.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one (1) month to acquire the necessary skills for retaining

employment within the facility, commensurate with their seniority and ability.

16.04 Bumping

It is agreed that in instances where a job is eliminated, or significantly changed the following shall apply:

- a) Employees shall be laid off in reverse order of seniority.
- b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the job of the less senior employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay off by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.

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

- c) Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

16.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 16 and Article 17.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

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) less than five (5) years' seniority - thirty-one (31) calendar days;
- (b) five (5) or more years' seniority - one (1) additional week for each additional year of employment to a maximum of eight (8) weeks' notice.

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

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

17.05 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

17.06 An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.01 Employment Abandoned

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

ARTICLE 19 - SCHEDULING PROVISIONS

19.01

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date. The Employer will consult with the employees about the schedule.
- (ii) If the Employer temporarily alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.

- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) 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, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules, unless otherwise mutually agreed.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

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

20.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be seven-and-one-half (7-1/2) hours per day, and thirty-seven-and-one-half (37.5) hours per week.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-sixteen (116) days per year (that is, an average of two (2) days per

week plus a minimum of twelve (12) statutory holidays. If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred-and-sixteen (116) days off, he/she shall be paid extra at the applicable overtime rate for each day/hour by which his/her total number of day/hours off falls short of one-hundred-and-sixteen (116) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 21.

- (d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

20.03 Rest and Meal Periods

- (a) All employees working a full seven-and-one-half (7-1/2) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven-and-one-half (7-1/2) hour shift but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.
- (c) All employees working more than a five (5) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.
- (d) An employee is entitled to take his/her meal break away from the work station. Where this cannot be done, he/she shall be compensated for the break at the straight-time rate.
- (e) The actual time of the meal break may be varied by mutual agreement at the local level.

20.04 Part-Time Employees

The Employer will eliminate, as far as possible, the part-time employees.

ARTICLE 21 - OVERTIME

21.01 Employees required to work in excess of the normal daily full shift hours as outlined in Article 21.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid:

- (1) the rate of time-and-one-half (1.5x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day; and double time thereafter;
- (2) the rate of double-time; two times their basic hourly rate of pay for all hours worked on a scheduled day off.

21.02 Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager or his/her Designate.

21.03 If an employee is required to work overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employee shall be paid overtime at the rate of time-and-one-half the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7.5) hours in that day.

21.04 Overtime shall be compensated either in overtime payment or time off. This must be specified in writing to the General Manager by the employee by the end of the current pay period, and if not done so, will be compensated by overtime payment. Time-off shall be scheduled at a mutually agreeable time. Overtime shall be paid by the end of the next pay period.

21.05 An employee who is required to work two-and-one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of ten dollars (\$10). One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or

adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.07 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

21.06 When an employee is required to work overtime on a scheduled work day or on a scheduled day off, including an extra day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

21.07 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.

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

21.09 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 worked on the next regular shift.

21.10 Overtime shall be offered in order of seniority to an employee in the same classification.

ARTICLE 22 - CALL-BACK

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

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

ARTICLE 23 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 22.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 24 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

24.01 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.

24.02 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.

24.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten

percent (10%) per month more than the highest rate for his/her classification, or the supervisory rate of the person they are relieving, or portion thereof, whichever is greater, for any and all hours assigned.

ARTICLE 25 - TRANSPORTATION ALLOWANCE

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-two cents (\$0.52) per kilometre.

The minimum allowance an employee shall receive is five dollars (\$5) per trip.

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 Statutory Holidays

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

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Floater

Lieu days arising from paid holidays shall be scheduled at the mutual agreement of the Employer and the employee within sixty (60) days of the designated paid holiday, subject to operational requirements. If the employee does not request their day off by 14 days, after the statutory holiday day without a bona fide reason, the Employer will reschedule the day and inform the employee. Every effort will be made to schedule lieu days such that employees will receive as many three-day breaks during each year as possible.

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a

minimum of one-hundred-and-sixteen (116) days per year, two (2) days per week, plus a minimum of twelve (12) statutory holidays.

If the employee has not submitted their request to schedule their float holiday by October 25th, the Employer will schedule the float holiday as soon as reasonably possible.

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one-hundred-and-sixteen (116) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one-hundred-and-sixteen (116), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 21.

Employees who are required to work on scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time-and-one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

26.02 Employees who are required to work on a statutory holiday shall be paid at the rate of double-time (2x) in addition to a day off with pay.

26.03 If an employee terminates during the year, he/she shall be entitled to the same portion of one-hundred-fifteen (115) days off that his/her period of service in the year bears to a full year.

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

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

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

26.07 All employees scheduled to work on any of the statutory holidays as listed in Article 30 shall not have their normal hours of work reduced.

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

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

ARTICLE 27 - VACATIONS

27.01 Vacation Entitlement

All employees shall be credited for and granted vacations earned up to December 31st each year, on the following basis:

In the first calendar year of employment, vacation earned by the employee will be taken in the 2nd year and so on.

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

1 year continuous service	10 work days
2 years' continuous service	12 work days
3 years' continuous service	15 work days
5 years' continuous service	20 work days
12 years' continuous service	25 work days

This provision applies when the qualifying date occurs before December 31st in each year.

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

Vacation pay is based on the corresponding percentage of hours earned in the previous year to be paid at the current rate.

27.02 Splitting of Vacation Periods

Annual vacation for employees with ten (10) work days' vacation or more shall be granted in one consecutive period but may, upon request from the Employer be divided into not more than two (2) periods for employees with less than fifteen (15) days entitlement and not more than three (3) periods for employees with more than fifteen (15) days entitlement at the employee's discretion.

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

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

27.03 Vacations Cumulative

An employee may carry-over up to five (5) days' vacation leave which must be taken not later than the end of the next vacation year. Failure by an employee to take her carried over vacation time will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employees' vacation entitlement. Employees planning to carry-over vacation leave

credit shall notify their department supervisor, in writing by November 1st of each vacation year.

27.04 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 27.01.

27.05 Reinstatement of Vacation Days - Sick Leave

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

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

27.07 Vacation Scheduling

The choice of vacation periods shall be granted to regular employees on the basis of seniority with the employer. The Employer shall not deny any requested vacation period unreasonably subject to operational requirements.

All vacation requests must be submitted to the employee's supervisor no later than December 31st of each year. The Employer will approve and post the vacation no later than January 31st of each year.

Employees' who do not submit their vacation requests by December 31st of each year will have their vacation granted on a first served basis.

ARTICLE 28 - BEREAVEMENT AND COMPASSIONATE CARE LEAVE

28.01 Bereavement Leave

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

28.02 Compassionate Care Leave

- 1) Family member for this clause means:
 - (a) A member of an employee's immediate family, as defined in the *Employment Insurance Act*.
- 2) An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after
 - (a) The date the certificate is issued, or
 - (b) If the leave began before the date of the certificate is issued, the date the leave began.
- 3) The employee must give the employer a copy of the certificate as soon as practicable.

- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs;
 - (a) The family member dies;
 - (b) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee make take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

Employees may reference the *Employment Insurance Act* or Service Canada websites for more information.

ARTICLE 29 - SPECIAL LEAVE

Special leave with pay may be used for the following purposes:

- (a) Attend formal hearing to become a Canadian Citizen - one (1) day;
- (b) Paternity leave - one (1) day;
- (c) For sudden serious illness of a spouse or child or immediate family member residing with the employee, and when no one at the employees home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care up to two (2) days at one time;
- (d) Marriage of the employee - three (3) days.
- (e) Additional two (2) days paid leave may be taken for travel associated with compassionate leave.

ARTICLE 30 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

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 Sick leave credits with pay shall be granted on the basis of seven (7) hours and thirty (30) minutes every month to a maximum of four-hundred (400) hours. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned to the date of return from illness.

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 and employees must notify the Employer prior to their return. The Employer will reimburse the costs of any sick note up to a cost of fifty dollars (\$50) upon submission of receipt.

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

30.05

(a) Benefits While on Compensation

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive benefits as if they were employed to a maximum of seventeen (17) weeks.

(b) Employee to Contact Employer

Employees who are absent from work due to Worker's Compensation Board related injury, or any other illness of a long-term nature, shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) Return to Work Following Illness or Injury

The Employer will provide a graduated return to work program for employees in accordance with the employee's medical restrictions.

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 An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted, employees will make every effort possible to book medical and dental appointments on their days off.

30.08 Employees with more than one (1) year service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date

of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

30.09 Employees with less than one (1) year service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

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

ARTICLE 31 - JURY DUTY

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

ARTICLE 32 - LEAVE - UNPAID

32.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the General Manager or his/her Designate and

may be granted at the Employer's discretion. The employee shall give at least fifteen (15) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

32.02 Unpaid Leave - After Three Years

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

32.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

32.04 Unpaid Leave - Union Business

(a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize

disruption of the department and the Union shall make every effort to give a minimum of fifteen (15) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 7.01, 7.02, 7.03, 8.04, 8.05, 11.01, 11.02, 43.01.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

The Union agrees to reimburse the Employer within sixty (60) days of billing from Employer.

- (f) (i) Provided not less than fifteen (15) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.

- (ii) Where less than fifteen (15) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

32.05 Unpaid Leave - Public Office

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

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

ARTICLE 33 - MATERNITY LEAVE

33.01 Maternity Leave

- 1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
- a. No earlier than 13 weeks before the expected birth date,
and
- b. No later than the actual birth date and ends no later than 17 weeks after the leave begins.

An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

- 2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

- 3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth of the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1) or (2).
- 4) A request for leave must:
- a. Be given in writing to the Employer,
 - b. If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c. If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 1) If an employee on leave under subsection (1) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Upon return to work, the employee shall continue her former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence.

33.02 Parental Leave

As stated in the *Employment Standards Act* of British Columbia.

- 1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to:
- a. For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and employee agree otherwise, immediately after the end of the leave taken under Article 33.01.

- b. For a parent, other than an adopting parent, who does not take leave under Article 33.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - c. For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who request leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must:
- a. Be given in writing to the Employer,
 - b. If the request is for leave under subsection (1) (a) or (b), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - c. If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4) An employee's combined entitlement to leave under Article 33.01 and 33.02 is limited to 78 weeks plus an additional leave the employee is entitled to under section Article 33.01 (3) or subsection (2) of this Article.

Upon return to work, the employee shall continue her former position without loss of perquisites accumulated up to the date of commencement of the parental leave of absence.

33.03 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 thirty-seven (37) weeks following the adoption of a child provided such leave is concluded within fifty-two (52) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply the leave. An employee will provide the employer with 14 days written notice.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks Adopted Parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 33.01). In such case the Employer shall be advised of the arrangements in writing at least four (4) weeks prior to the commencement of the leave.

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

ARTICLE 35 - HEALTH CARE PLANS

35.01 Medical Plan

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

Eligible employees are those regular employees working fifteen (15) or more hours per week.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of the probationary period.

35.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A). 50% of Plan B to a maximum of two-thousand dollars (\$2,000) per year and 50% of an Orthodontic Plan (Plan C) to a lifetime maximum of two-thousand-seven-hundred-and-fifty dollars (\$2,750) per child.
- (b) The dental plan shall cover regular employees working fifteen (15) or more hours per week, their spouses and children.
- (c) The Employer shall each pay seventy-five percent (75%) of the premium.
- (d) The plan will at no time be less than the plan document administered by Dehoney Financial Group dated November 1, 2012.

35.03 Extended Health Care Plan

- (a) The Employer shall pay seventy-five percent (75%) the monthly premiums for extended health care coverage for eligible employees and their families under the Equitable Life plan.
- (b) In addition to benefits normally provided under the Equitable Life extended health care plan, extended health care coverage so provided shall include:
 - i) Coverage for all prescriptions prescribed by a physician. Reimbursement for prescribed drugs covered by the plan will be based on the lowest interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed. The Employer will provide a direct pay drug card for employee use.
 - ii) Coverage for eye glasses and prescription contact lens (\$375/24 months) and hearing aids (\$1,000/48 months).
 - iii) Coverage for eye exams up to a cost of \$75.
- (c) The plan will at no time be less than the plan document administered by Dehoney Financial Group dated November 1, 2012.

- (d) The extended health care plan shall cover regular employees working fifteen (15) or more hours per week.
- (e) Effective Ratification, per visit coverage for Paramedical expenses increases to thirty dollars (\$30).

ARTICLE 36 - BINDING TRIBUNAL

By mutual agreement the parties, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by Vincent L. Ready or another mutually agreed to arbitrator in this Agreement.

Prior to commencing arbitration proceedings, the arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution on the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration.

ARTICLE 37 - GROUP LIFE INSURANCE

37.01 The Employer shall provide a group life insurance plan.

37.02 The plan shall provide insurance coverage of two (2) times annual salary to a maximum of \$100,000 for eligible employees.

37.03 The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

37.04 The plan shall also include coverage for accidental death and dismemberment.

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

37.06 The group life insurance plan shall cover regular employees working more than thirty-one (31) hours per week.

ARTICLE 38 - EMPLOYMENT INSURANCE COVERAGE

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

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

ARTICLE 39 - PAY DAYS

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

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all sick leave banks, vacation accruals and adjustments including overtime and changes in rate of pay and itemization of all deductions.

ARTICLE 40 - BADGES AND INSIGNIA

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

ARTICLE 41 - BULLETIN BOARDS

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

ARTICLE 42 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 43 - UNION ADVISED OF CHANGES

The Union Secretary-Business Manager shall be informed in writing prior to the implementation of any changes made by the Employer which shall affect the terms of this Agreement.

ARTICLE 44 - EMPLOYER PROPERTY

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

44.02 Personal Property

Upon submission of reasonable proof, within forty-eight hours after the incident, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, to a maximum of one-hundred dollars (\$100), except in the case of eye glasses where the parties shall meet to discuss a reasonable reimbursement, provided such personal property is an article of use or wear of a type suitable for use while on duty.

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

ARTICLE 45 - VACCINATION AND INOCULATION

Any employee cannot refuse, without sufficient grounds or a physician's note indicating an alternative is not available, to take medical or x-ray examination at the request of the Employer, or to

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

ARTICLE 46 - OCCUPATIONAL HEALTH AND SAFETY

46.01 Occupational Health and Safety Committee

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.
- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall

advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Trouble shooter for a written recommendation.

- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (g) Union Health and Safety representatives shall have the right to participate in the monitoring of the safety of the workplace and to accompany Government Inspectors on inspection tours. The Employer shall notify the Union of any and all scheduled visits by Government Health and Safety Inspectors and shall make the necessary arrangements in the workforce to ensure the presence of Union Health and Safety representatives.

46.02 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigation. The system shall be governed in the following manner:

- (1) Health and Safety Stewards may be appointed by the Union on the basis of one (1) steward for every one-hundred (100) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Health and Safety Stewards.
- (2) Health and Safety Stewards shall have the right to conduct health and safety investigations without loss of pay.
- (3) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

46.03 Training and Orientation

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

46.04 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 training 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.

46.05 Right to Refuse Unsafe Work

- (a) No employee shall be directed to work in an area or under conditions which may jeopardize his/her health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to

refuse such assignments until such time consultation with WorkSafe BC indicates it is safe.

- (b) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.

46.06 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.

46.07 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of the communicable diseases, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with these residents.

46.08 Protective Clothing and Equipment

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

46.09 Violence in the Workplace

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or the Labour Management Committee.

46.10 Respectful Workplace

Both the Employer and the employees are committed to maintain a respectful work environment in accordance with the published program.

The Employer will design and post a poster with language that reflects this commitment.

46.11 Working Alone or in Isolation

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

46.12 Transportation

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

46.13 Critical incident stress defusing

In the event of a critical incident within the workplace the employer will make every effort to provide appropriate stress diffusing services available.

ARTICLE 47 - CONTRACTING OUT

The Employer agrees that they will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this collective agreement. The Employer will discuss with representatives of the local functions they intend to contract out that could otherwise be performed by Union members within the facility except where an emergency exists.

ARTICLE 48 - INDEMNITY

The Employer will:

- (a) Exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) Assume all costs, legal fees and other expenses arising from action, provided the employer has conduct of the action and proving the employee notifies the employer immediately of any pending legal action and/or investigation.

ARTICLE 49 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it.

For 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.

The agreement shall be printed by the Union and bear a recognized Union label.

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

ARTICLE 50 - VARIATIONS

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

ARTICLE 51 - 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 existing terms of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.

ARTICLE 52 - EFFECTIVE AND TERMINATING DATES

52.01 Effective and Terminating Dates

- (i) The Agreement shall be effective from July 1, 2018 and shall remain in force and be binding on the parties until June 30, 2021 and shall continue automatically from year to year thereafter unless terminated by either party on written notice served during the month of March 2021.
- (ii) The Employer agrees that the terms and conditions set out in the collective agreement between the Union and the Employer shall remain in force and effect until a new collective agreement comes into effect.

52.02 Effective Date of Wages and Benefits

All new wages rates and benefits shall be effective from July 1, 2018 unless otherwise specified in the agreement.

52.03 Retroactivity

Employees employed by the Employer on the date of ratification, shall be paid full retroactivity of any increase in wages retroactive to July 1, 2018.

ARTICLE 53 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

53.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

53.03 Wage Schedule

Classification	Current	July 1, 2018	July 1, 2019	July 1, 2020
		1.75%	2.00%	2.25%
Activity Supervisor (Wellness & Vitality)	\$23.52	\$23.93	\$24.41	\$24.96
W & V Assistant	\$21.86	\$22.24	\$22.68	\$23.19
Front Desk/Concierge	\$18.98	\$19.31	\$19.70	\$20.14
Housekeeping	\$18.98	\$19.31	\$19.70	\$20.14
Enhanced Living Services Attendant	\$19.73	\$20.08	\$20.48	\$20.94
Maintenance Supervisor	\$21.93	\$22.31	\$22.76	\$23.27
Maintenance Worker/Assistant	\$20.88	\$21.25	\$21.68	\$22.17
Laundry	\$19.73	\$20.08	\$20.48	\$20.94
Dining Room Server/Supervisor	\$19.01	\$19.34	\$19.73	\$20.17
Dining Room Server	\$18.01	\$18.33	\$18.70	\$19.12
Cook	\$19.64	\$19.98	\$20.38	\$20.84
Dishwasher/Cooks Helper	\$17.71	\$18.02	\$18.38	\$18.79

- Increase night shift premium by \$0.10 per hours (two pay periods after ratification, July 16, 2020).
- Increase in-lieu premium by 0.1 to 4.8% (two pay periods after ratification).
- Starting January 1, 2020, introduce weekend premium of \$0.15 per hour worked between 00:00 Saturday and 00:00 Monday (starting January 1, 2020).

ARTICLE 54 - PARKING

The Employer agrees to continue the current practice of providing parking to employees.

ARTICLE 55 - TOOLS AND EQUIPMENT

When the Employer requires the employee to use their own tools or equipment, the Employer agrees to replace them if they become worn, broken, lost, or stolen in the course of their employment.

The Employer may request reasonable proof at its discretion.

ARTICLE 56 - EDUCATIONAL LEAVE

56.01 Leave of absence without loss of pay, seniority, and all benefits, shall be granted for the following purposes.

- (a) To employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.
- (b) The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

56.02 After three (3) years continuous service, an employee may request an unpaid leave of absence, of no more than one year in duration, to take full-time educational courses relating to the delivery of retirement home services subject to the following provisions:

- a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months

- advance notice, in writing, of such request;
- b) Every effort shall be made by the Employer to comply with such request, providing that replacements to ensure the proper operation of the department can be found;
 - c) Notices granting such requests shall be given to the employee in writing;
 - d) The parties recognize the value of in-service seminars and of encouraging employees to attend in-service seminars;
 - e) Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

ARTICLE 57 - SHIFT PREMIUMS

Effective Date of Ratification, employees working the night shift shall be paid a differential of seventy-five cents (\$0.75) per hour for the entire shift worked.

ADDENDUM - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of five (5) calendar weeks in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (a) Vacation relief;
 - (b) Sick leave relief;
 - (c) Maternity leave relief;
 - (d) Compassionate leave relief;
 - (e) Union business relief;
 - (f) Such other leave relief as is provided by the Collective Agreement; or
 - (g) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than five (5) calendar weeks where there is no regular incumbent.

2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class.

Prior to hiring outside employees to a casual list, the Employer shall post a notice in the prescribed manner, indicating the availability of casual hours of work in any given department.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within five (5) calendar weeks, that position shall

be posted and filled pursuant to the provisions of Articles 12 and 13 of the Collective Agreement.

4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
 - (b) Where a position is filled by a casual employee under Section 3 and that position will last more than five (5) calendar weeks, that casual employee will be entitled to the provisions of Article 30 - Sick Leave, W.C.B., Injury-on-Duty Leave and Article 27 - Vacations.
5. Casual employees are entitled to all provisions and benefits of the Master Agreement except the following:
- (1) Article 10 - Probationary Period;
 - (2) Sections 12.02, 12.03, 12.04, 12.05 and 12.06 and Article 12 - Seniority;
 - (3) Article 16 - Technological, Automation and Other Changes;
 - (4) Article 17 - Reduction in the Work Force;
 - (5) Article 19 - Scheduling Provisions;
 - (6) Article 21 - Overtime;
 - (7) Article 27 - Vacations;
 - (8) Article 28 - Compassionate Leave;
 - (9) Article 29 - Special Leave;
 - (10) Article 30 - Sick Leave, W.C.B., Injury-On-Duty;
 - (11) Article 31 - Jury Duty;
 - (12) Article 32 - Leave - Unpaid;
 - (13) Article 33 - Maternity Leave;
 - (14) Article 34 - Adoption Leave;
 - (15) Article 35 - Health Care Plans;

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and the departments in which they are qualified to be called.
 - (2) The Manager or designate shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Manager or designate shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called. If the Manager or designate reaches an answering machine or voicemail, the caller shall leave a message, hang up, wait two (2) minutes and then call the next person on the list.
 - (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Manager or designate shall then call the next most senior

employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

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

Notwithstanding the above, when a casual employee has not accepted work or submitted either availability for a period of three (3) months, and there is no bona fide reason for the refusal of work, the casual employee may be deleted from the call-in list.

9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10. (1) The master casual employees seniority list shall be revised and updated each month.
(2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
(3) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
- of the master casual seniority list indicating the department to which the employees are qualified.
11. (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four-hundred-and-eighty (480) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 10 of the Collective Agreement.
 - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 10.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
 - dividing his/her number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked;
13. Casual employees shall receive eight-point-four percent (8.4%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. Upon completion of one-hundred-and-sixty-eight (168) hours of work, casual employees shall be given the option to enrol in the medical services plan.
15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.
16. (a) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum, Part-Time Employees.

- (b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.

ADDENDUM - PART-TIME EMPLOYEES

Benefit Entitlement

A regular part-time employee as defined in Article 9.02, regular part-time employees shall receive the same perquisites in a proportionate basis, as granted a regular full-time employee, including the following:

(a) Vacations

Regular part-time employees shall be credited with and granted vacations as set out in Article 27.01 and vacation with pay based on a proportionate amount of the vacation entitlement set out in Article 27.01.

(b) Statutory Holidays

Regular part-time employees will receive four-point-eight percent (4.8%) of wages on each pay cheque in lieu of the paid day off.

(c) Sick Leave

Regular part-time employees shall be credited with prorated sick leave entitlements based on hours worked as set out in Article 30.

(d) Health Care Plans

Regular part-time employees as defined in Article 9.02 shall be entitled to benefit plan coverage pursuant to Article 35 - Health Care Plans and Article 37 - Group Life Insurance.

MEMORANDUM OF AGREEMENT

BETWEEN

452798 B.C. LTD.
RIDEAU MANOR

AND

HOSPITAL EMPLOYEES' UNION

RE: Meals

The Employer shall provide complementary meals to employees on shift as follows:

- Evening Concierge, shift 4 pm to 12 am;
- Night Concierge, shift 12 am to 8 am;
- All Concierge, weekend and Stat holiday shifts where break coverage is not possible;
- Meals for other employees are offered at a discount rate.

**SIGNED ON BEHALF OF
THE UNION:**



Victor Porter
Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jeffrey Wood
Vice President of Labour and
Employee Relations

Date Signed

Date Signed

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

**452798 B.C. LTD.
RIDEAU MANOR**

AND

HOSPITAL EMPLOYEES' UNION

RE: Employee Paid LTD Plan

The Employer agrees that in the event the employees at 452798 B.C. Ltd. (Rideau Manor) find and agree on an employee paid LTD Plan the employer will deduct and remit the monthly premiums to the plan carrier.

**SIGNED ON BEHALF OF
THE UNION:**



Victor Porter
Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jeffrey Wood
Vice President of Labour and
Employee Relations

Date Signed

Date Signed

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

**452798 B.C. LTD.
RIDEAU MANOR**

AND

HOSPITAL EMPLOYEES' UNION

**RE: Care Aide / Enhanced Living Services Attendant
(ELSA) Rates**

The Parties will initiate a review of the Care Aide / ELSA Job Description and Rate as per discussions in Bargaining and per Article 14 of the Collective Bargaining Agreement.

This process is to begin no later than three (3) months after ratification of the agreement.

**SIGNED ON BEHALF OF
THE UNION:**



Victor Porter
Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jeffrey Wood
Vice President of Labour and
Employee Relations

Date Signed

Date Signed

MEMORANDUM OF UNDERSTANDING #3

BETWEEN

452798 B.C. LTD.
RIDEAU MANOR

AND

HOSPITAL EMPLOYEES' UNION

RE: Leisure Coordinator – Removal from Scope of Union

Parties agree to meet within sixty (60) days from the date of ratification to discuss the removal of the Leisure Coordinator from the bargaining unit.

**SIGNED ON BEHALF OF
THE UNION:**



Victor Porter
Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jeffrey Wood
Vice President of Labour and
Employee Relations

Date Signed

Date Signed

**SIGNED ON BEHALF OF
THE UNION:**



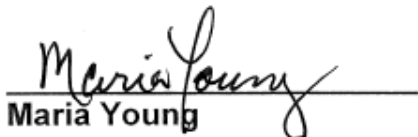
Máire Kirwan
Coordinator of Private Sector
Membership Services



Victor Porter
Negotiator



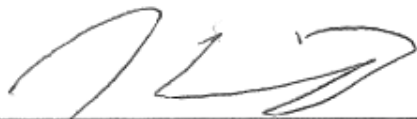
Bonnie Ivaz
Bargaining Committee



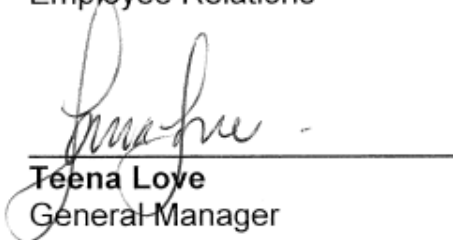
Maria Young
Bargaining Committee

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Jeffrey Wood
Vice President of Labour and
Employee Relations



Teena Loye
General Manager

Date Signed