

COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION



AND
BRIA COMMUNITIES LIMITED PARTNERSHIP
THE WATERFORD

September 1, 2020 to August 31, 2023

Note: underlined text is new language for 2020-2023

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

1.02 Human Rights Code

- a) The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- c) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Workplace harassment may include, but is not limited to: discrimination, sexual harassment, deliberate gestures, comments, questions, bullying or other behavior that ought to reasonably be known to be unwelcome by the recipient and which serves no legitimate work-related purpose. The Employer will take actions that are necessary should an employee engage in workplace harassment.
- d) The Employer will provide workplace education regarding the Employer's Respectful Workplace Policy and Procedures to all employees on a regular basis.
- e) The Employer's Respectful Workplace Policy and procedures shall be referred to and be consistent with this Article.

1.03 Workplace Harassment

- a) Workplace harassment constitutes a behavior which may be repeated, persistent or a single serious incident.
- b) Workplace harassment is not acceptable or tolerated in the

workplace, including any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

- c) The exercise of managerial and supervisory rights and responsibilities including counselling, performance improvement plans and discipline is not considered harassment (see Article 3.01).
- d) Employees are expected to be reasonable and fair in their expectations of each other and resolve any conflict in a mature and professional manner. Employees may go to their supervisor or human resources representative for support in resolving conflict if their own attempts to resolve it are unsuccessful.

1.04 Workplace Bullying

Workplace bullying is unacceptable and will not be tolerated in any circumstances. Workplace bullying is a behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, residents, visitors or family members.

1.05 Respectful Conduct in the Workplace

Employees 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.

1.06 Procedure for Filing Complaints

Employees who feel they are being harassed should refer to the Employer's Respectful Workplace Policy for complaint and investigation procedures.

- a) The employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate. In addition, depending on the nature of the

- complaint an employee may also file their complaint through either the Human Rights Tribunal or WorkSafe BC.
- b) When a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
 - c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline up to and including dismissal termination of employment.
 - d) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after the process has been completed.
 - e) Both the complainant and the alleged harasser shall be entitled to Union representation.

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.

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.

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.

At the same time, 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.

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

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org. Implementation shall be six months following the signing of the Collective Agreement.

2.04 New Employee Orientation

New employees will be advised that a Collective Agreement is in place and be provided with the name of the shop steward.

The shop steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of employment.

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 per worksites.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) A shop steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee member shall obtain the permission of their immediate supervisor or designate prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld. The shop steward shall be granted leave without loss of pay and receive straight-time regular wages while attending meetings with the Employer.

2.06 Badges and Insignia

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

2.07 Bulletin Boards

The Employer shall provide a bulletin board in each of the staff lunch rooms for the sole use of the union.

2.08 Notice of Union Representative Visits

The Union shall inform the Employer with as much advance notice as possible when the Secretary-Business Manager, or their

designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without obtaining permission of the Manager or designate.

ARTICLE 3 - MANAGEMENT RIGHTS/BARGAINING UNIT WORK

3.01 Except as otherwise provided in this Agreement, the following rights are vested exclusively with the Employer:

- a) manage and direct the employees, plan direct and control the Employer's operation;
- b) to hire, promote, demote, transfer, increase or decrease the workforce;
- c) to determine the work to be done;
- d) to discipline, suspend and discharge employees for just cause and maintain order and efficiency;
- e) establish new, and abolish existing, job classifications;
- f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- g) establish, standards, policies and procedures that are reasonable and not in conflict with this Agreement. A copy of any new policy shall be supplied to the Union committee and then communicated to employees, with a copy provided to the employees;
- h) to sub-contract work in accordance with article 38.01;
- i) determine the methods of operation, the level of quality or work performance, the amount of supervision, the schedules of work, the rotation of shift, the hours and days of work, and the number of employees required at any given time.

3.02 Management Excluded From Bargaining Unit Work

Management shall not perform work of the bargaining unit except for the purposes of training, quality control purposes, occasional rest periods and meal breaks, or in cases of emergency when

employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there shall be no strike, walkout or other interruption of work by any employees during the term of this Agreement. The Employer agrees there shall be no lockout during the term of this Agreement.

4.02 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 5 - DISCUSSION OF DIFFERENCES

5.01 Union Committee

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

5.02 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 arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party. In addition, such meetings may discuss other issues relating to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

- 1) reviewing matters, other than grievances, relating to the

- maintenance of good relations between the parties;
- 2) correcting conditions causing misunderstandings;
- 3) dealing with matters referred to in this Agreement;

The time spent by members of the Union Committee 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.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Grievance Investigations

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

An employee shall have the right to have a shop steward present during any disciplinary meeting with the Employer or where the Employer is investigating whether disciplinary action should be taken. Where possible, an employee will be given advance notice of a disciplinary meeting.

6.02 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspension notice, and adverse reports or employee appraisals. An employee shall be given a copy of any document placed on the employees file which might be the basis of disciplinary action. Should an employee dispute such entry to the personnel file they are entitled to the grievance procedure and the eventual resolution thereof shall become part of the personnel file. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued.

6.03 Evaluation Reports

- a) A formal evaluation of an employee's performance will be carried out annually, the employee shall be provided with a copy to read and review. The employee will meet with their supervisor to set a plan for improvement where needed. The plan commits both the supervisor and the employee to take steps determined to enhance the performance of the employee.
- b) The form shall provide a signature to agree or disagree with the evaluation. The employee shall sign in one of the places provided within four (4) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed agreement.
- c) A copy shall be given to the employee. All final appraisals shall become part of the employee's permanent record.

6.04 Personnel File

An employee, or the Secretary-Business Manager of the Union (or their designated representative), with the written authority of the employee, shall be entitled to review and copy any document in their personnel file during business hours in the location where the file is maintained. Access shall be no later than seven (7) days after the receipt of a written request made by the employee.

6.05 Grievance Procedure

For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

If an employee has a grievance, their grievance shall be settled as follows:

STEP ONE:

The employee, with or without a Shop Steward, shall first discuss the grievance with their immediate supervisor or designate within seven (7) calendar days of the occurrence of the grievance. The

decision of whether or not to be represented by the Union at this step shall be the employee's. 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 site manager by a Shop Steward, who shall discuss the grievance. Grievances of a general nature may be initiated by a member of the Union Committee in this step. Within seven (7) calendar days of receipt of the written grievance, the site manager shall give their written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union Committee and representatives appointed by the Employer shall meet within twenty-one (21) days or at another 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 7 within thirty (30) days.

6.06 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.

6.07 Time Limits

a) **Mutual Agreement**

The Time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

b) Grievance Abandonment

If a grievance has not been initiated or advanced within the time period specified for any step of the grievance procedure and the time limit has not been extended by mutual agreement in writing, the grievance shall be deemed abandoned.

6.08 Investigator

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, Brian Foley, Irene Holden, Chris Sullivan, Mark Atkinson, Elaine Doyle 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 binding 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.

All recommendations of the investigator 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.

The parties shall jointly bear the cost of the Investigator.

ARTICLE 7 - ARBITRATION

7.01 Composition of Board

Should the parties fail to settle any 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 one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code of British Columbia*.

List of Arbitrators:

1. Brian Foley
2. Irene Holden
3. Chris Sullivan
4. Mark Atkinson
5. Elaine Doyle

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

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

7.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order their reinstatement with or without benefits or under such circumstances as they deem equitable in consideration of all the circumstances.

7.03 Employee Called as a Witness

The Employer shall grant leave without loss of Pay to an employee called as a witness for the Crown, Coroner, or Arbitration Board for a matter specifically of concern to The Waterford.

On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness.

7.04 Expenses of Arbitration Board

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

7.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

7.06 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS

8.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time, on average of between 35-40 hours per week, on a regularly scheduled basis in accordance with article 18.02. Regular full-time employees accumulate seniority on the basis of regularly-scheduled straight-time hours paid. For the purposes of this article, “regularly-scheduled straight-time hours paid” shall include the first four (4) weeks of a leave of absence without pay in a single calendar year, or an accumulation of leaves of absence without pay that total four (4) weeks in a single calendar year.

8.02 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 the basis of straight-time hours paid. For the purposes of this article, “straight-time hours paid” shall include the first four (4) weeks of a leave of absence without pay in a single calendar year, or an accumulation of leaves of absence without pay that total four (4) weeks in a single calendar year.

8.03 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.

8.04 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 6, 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 9 - PROBATIONARY PERIOD

9.01 Newly hired employees shall serve a probation period of four-hundred-and-sixty-five (465) hours or six (6) months, whichever occurs first.

By written mutual agreement between the Employer and the Union, the probationary period may be extended provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. The test for termination during probation shall be of suitability related to work performance including interpersonal relationship.

9.02 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 10 - JOB POSTING

10.01 Job Postings

The Employer agrees that vacancies for regular scheduled positions of sixty (60) days or more shall be posted for a period of seven (7) calendar days on designated bulletin boards and

electronic notification shall be provided to the union designate.

10.02 Information on Postings

- a) All job postings shall indicate:
- the date of posting
 - the date of closing
 - work days on and off
 - pay rate
 - hours of work, shift start and stop times
 - work area
 - start date
- b) All posting shall include a summary of the job description, duties and qualification for information purposes.

10.03 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence. For the purposes of this clause, such leaves shall be less than ninety (90) days.

10.04 Awarding of Position

The Employer shall, within three (3) business days, of the successful applicant being notified, 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.

- (a) Unless mutually agreed between the Employer and the union, regular employees who apply for temporary job postings, when they currently hold a position with the equivalent rate of pay and hours of work, will not be considered for such positions.
- (b) An employee working in a temporary position shall not be eligible to apply on postings for new temporary positions.

unless:

- i. The anticipated start date of the new temporary position begins after the anticipated end date of the temporary position that the employee is currently working; or
 - ii. The new temporary position would result in a change in FTE, basic rate of pay for the employee, or the new position exceeds 60 days beyond the current position end date.
- (c) A regular employee awarded a temporary position shall return to their former job and basic rate of pay without loss of seniority and accrued entitlements when the temporary position terminates.

10.05 The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

10.06 One (1) copy of all postings shall be given to the Local Union designate within the aforementioned seven (7) calendar days.

10.07 Recruitment

- a) The Union recognizes the Employers right to initiate external recruitment procedures at the same time as the internal posting of the position.
- b) Internal qualified applicants shall be considered prior to application from non-employees and given every consideration in respect to filling the position.

10.08

(a) Temporary Promotion or Transfer

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

(b) Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the rate of pay that is commensurate with their length of service.

(c) Transfers

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same rate of pay in the new job.

(d) Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall length of service.

ARTICLE 11 - DISCIPLINE AND TERMINATION OF EMPLOYMENT

11.01 Notice of Dismissal or Suspension

Notice shall be in writing and shall set forth the reasons for dismissal or suspension. A copy shall be sent to the Secretary Business Manager of the Union or designate.

11.02 Employment Abandoned

An employee who fails to report for work and does not notify their supervisor within three (3) days and who cannot give an acceptable reason for their absence shall be considered as have abandoned the position.

11.03 Conflicting Employment with Employer

An employee who fails to report for a scheduled shift as a result of accepting a shift with another work place may be subject to discipline, up to and including termination.

11.04 Re-employment after Voluntary Termination

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

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority shall be defined as the total accumulated straight-time paid hours calculated from the last date the employee entered the service of the Employer. For the purposes of this article, "straight-time paid hours" shall include the first four (4) weeks of a leave of absence without pay in a single calendar year, or an accumulation of leaves of absence without pay that total four (4) weeks in a single calendar year.

12.02 Seniority Dates

Seniority will be recognized and will accrue as per Article 8 based on length of continuous service from their most recent date of hire with the Employer.

12.03 Promotion

In the promotion of employees, seniority shall be the determining factor where the required qualifications, skill and abilities are relatively equal between two or more applicants.

12.04 Loss of Seniority

An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- a) Resigns from the employ of the Employer;
- b) Is Discharged for just and reasonable cause;
- c) Is on layoff for more than one (1) year;
- d) After layoff, fails to report to work within seven (7) calendar days after being recalled by registered letter addressed to the address last provided by the employee to the Employer,

or within fourteen (14) calendar days if employed elsewhere and required to provide notice to the Employer;

12.05 Promotion, Transfer or Demotion

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined by order of hire.

12.06 Seniority Lists

Seniority lists shall be reviewed and posted every six (6) months. Such seniority lists shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority lists. Upon request, the Employer agrees to make available to the Union the seniority of any employees covered by this agreement.

12.07 The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority hours and start dates. A copy of the list will be sent to the local Union representative, in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward upon request.

ARTICLE 13 - JOB DESCRIPTIONS

13.01 Each employee shall be provided with a copy of the job description for their position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.

Job descriptions shall contain the job title, qualifications and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

13.02 New and Changed Positions

- (a) In the event the Employer establishes a new classification or position, the Union shall receive a copy of the job description and the propose wage rate.
- (b) If the Union does not object in writing within thirty (30) calendar days following such notification, the classification and wage rate shall become the agreed job description.
- (c) If the Union files written objection, the parties shall meet at Step Three of the grievance procedure and attempt to resolve the matter. If the issue is not resolved it may be dealt with through the grievance procedure.
- (d) If the wage of a new classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect, unless otherwise negotiated.

ARTICLE 14 - SHIFT PREMIUMS

14.01

- (a) Employees working night shift shall be paid a shift differential of one-dollar-and-twenty-five cents (\$1.25) per hour for the entire shift worked.
- (b) In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

14.02 Responsibility Pay

When appointed by the Director of Care, one nurse shall be responsible for the facility in the absence of management. The nurse appointed shall receive three dollars (\$3) per hour for hours worked in this position.

ARTICLE 15 TECHNOLOGICAL CHANGE

15.01 Notification of Change

- a) As per Section 54 of the *Labour Relations Code*, where the Employer intends to introduce technological changes

which affect the job security of employees, the Employer shall give no less than sixty (60) calendar days' notice in writing to the Union.

- b) The Employer and the Union shall meet within twenty-one (21) days of the date of the notice.
- c) If the Employer and the Union fail to reach agreement, the matter may be referred to Arbitration procedures of the Agreement.

ARTICLE 16 - REDUCTION IN WORK FORCE

16.01 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. A reduction of an employee's scheduled hours of work per week of more than four (4) weeks shall be considered a layoff.

16.02 Reduction in Hours of Four (4) Weeks or Less

- a) In the event of a reduction in hours of four (4) weeks or less, a regular employee may choose one of the following options:
 - 1. Accept the reduction in hours;
 - 2. Accept the reduction in hours and be assigned available casual hours ahead of casual call in for work;
 - 3. Elect unpaid leave or take vacation entitlement earned.
- b) The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:
 - One (1) week's pay in lieu of notice, after three (3) months;
 - Two (2) weeks' pay in lieu of notice, after twelve (12) months;
 - Three (3) weeks' pay in lieu of notice, after three (3)

years,

plus an additional week for each additional year of employment to a maximum of eight (8) weeks.

16.03 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. The Employer shall supply to the employee and the Union designate a list of all employees that may be bumped by the 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 their 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.

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

16.05 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.

16.06 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 given to the Local Union designate.

16.07 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 17 - SCHEDULING PROVISIONS

- a) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective dates.
- b) The Employer shall give advance notice of changes to schedules except in cases of emergency, circumstances beyond the Employer's control, or where the employee has agreed to the change.
- c) There shall be a minimum of ten (10) consecutive hours off duty between the completion of one work shift and the commencement of the next.
- d) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such change-over falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 19.
- e) If a written request for a change in starting time is made by

an employee which would not allow ten (10) consecutive hours off-duty between the completion of on work shift and the commencement of another, and such request is granted, then the application of paragraphs c) and d) shall be waived for all employees affected by the granting of such a request provided they are in agreement.

- (f) Employees may exchange shifts with the prior approval of the Employer. Such exchange of shifts will not result in any overtime paid in accordance with Article 19.

ARTICLE 18 - HOURS OF WORK

18.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

18.02 Hours of Work

- a) The regular hours of work, exclusive of unpaid meal periods, are 7-8 hours/day or 35-40 hours/week.
- b) Employees who are scheduled to be on-call during a meal period shall be paid for their lunch period at straight-time.
- c) An employee shall not be required to work more than six (6) consecutive shifts, and shall receive two (2) consecutive days off, unless otherwise mutually agreed.

18.03 Rest and Meal Periods

a) Rest Periods

An employee working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. An employee working less than six (6) but more than four (4) hours shall receive one (1) fifteen (15) minute rest period. There will be no rest period for an employee working four (4) hours or less.

b) Meal Periods

All employees working at least a five (5) hour shift shall receive a one-half (1/2) hour meal period, no more no less. The Employer shall attempt to schedule the meal period as

close as possible to the middle of the shift.

ARTICLE 19 - OVERTIME

19.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 18.02, or who are requested to work on their scheduled off-duty days shall be paid:

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

19.02 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 Manager or their Designate.

19.03 An employee who works two (2) hours or more overtime immediately before or following their scheduled hours of work shall receive a meal.

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

19.05 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their regular shift.

19.06 Any employees who attends a voluntary in-service seminar shall be paid at their straight-time rate of pay.

19.07 Employees who work overtime may bank the overtime hours if the manager is notified electronically through the scheduling software prior to the end of the current pay period. Banked overtime hours will be compensated in pay at the employee's request throughout the calendar year and not be taken as time away from work. All remaining banked overtime hours will be paid out in the first pay period of the following year.

ARTICLE 20 - 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 rate whether or not they actually commence work.

ARTICLE 21 - REPORTING PAY

21.01 Any employee, except those covered by Article 20, reporting for work at the call of the Employer, shall be guaranteed a minimum of:

- a) Four (4) hours pay at the employee's classified straight-time rate of pay if the employee commences work; or
- b) Two (2) hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.

21.02 Weather Conditions Excepted

If an employee fails to report to work due to weather conditions, they will not be paid. If all other transportation services are not operational, no discipline action will be taken.

ARTICLE 22 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

22.01 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.

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

22.03 When an employee accepts voluntarily casual work hours at a higher or lower rated position, they will be paid the rate of the position.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

23.01 An employee shall not be required to use their own vehicle to conduct business of the Employer unless mutually agreed to between the Employer and the employee.

23.02 An employee who uses their vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-nine cents (\$0.59) per kilometer, plus related parking costs.

23.03 An employee who uses their vehicle on a regular basis to conduct business on behalf of and at the request of the Employer shall have their difference of the insurance premium for to and from work to business paid by the Employer.

23.04 The Employer shall not reimburse the employee for any fines incurred while operating their motor vehicle.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01 Statutory Holidays

Employees who have worked at least fourteen (14) of the last thirty (30) days' employment with the Employer will be entitled to the following holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

Bria Communities Limited Partnership (The Waterford) / Hospital Employees' Union – September 1, 2020 to August 31, 2023

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

24.02

- a) Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1-1/2 x). Employees who are required to work New Year's day shall be paid at a rate of double-time (2x).
- b) Employees who have worked at least fourteen (14) of the last thirty (30) days' employment with the Employer will be entitled to an additional lieu day off with pay.

24.03 When a regular employee chooses to bank their lieu days when they work on a statutory holiday the following shall apply:

- Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer, within sixty (60) days of the designated paid holiday, subject to operational requirements.
- An employee can bank up to three (3) lieu days.
- An employee may abut lieu days to scheduled vacation.

Regular part-time employees who are not scheduled to work the statutory holiday and qualify for holiday pay will be paid out.

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

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

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

ARTICLE 25 - VACATIONS

25.01 Vacation Entitlement

The Employer's current practice with regards to the vacation year shall continue. Employees shall be credited and granted vacation with pay earned in respect to continuous service as follows:

- First two years of employment - 10 work days, paid at four percent (4%) of gross earnings in the previous year.
- 3rd to 5th year of employment - 15 work days, paid at six percent (6%) of gross earnings in the previous year.
- 6th and subsequent years of employment - 20 work days, paid at eight percent (8%) of gross earnings in the previous year.

25.02

- a) All regular employees shall be required to submit their vacation requests in writing and the Employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.
- b) Employees who want to take vacation during the months of April 1 to September 30 must submit a written request no later than February 1 preceding vacation. The Employer will respond no later than February 15. Approvals of such requests shall be based upon seniority and subject to operational requirements.
- c) Employees who want to take vacation during the months of October 1 to March 31 must submit a written request no later than August 1 preceding vacation. The Employer will respond no later than August 15. Approvals of such requests shall be based upon seniority and subject to operational requirements.
- d) Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

25.03 Vacations Carry Over

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next. In exceptional circumstances more than five days' pay may be carried over subject to operational requirements and Employer approval. Employees who fail to schedule their vacation by September 30 of the year it was to be taken may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

25.04 Vacation Entitlement upon Dismissal

Upon termination of employment, an employee shall be entitled to pay in lieu of earned vacation corresponding to years of service as listed in Article 25.01.

25.05 Reinstatement of Vacation Days – Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation days will be rescheduled at mutual agreement between the Employer and the employee.

ARTICLE 26 - TRAINING

26.01 Purpose of Training

The Employer and the Union agree to promote, wherever possible, the training or retaining of employees to improve their job skills related to their employment. It is understood that the employees will be adequately trained to perform their work. Employees may be asked to confirm in writing that they have received training.

26.02 Paid Training

- a) Employees will be granted leave with pay for courses requested by the Employer. Fees will be paid by the Employer when due.
- b) An employee, when directed by the Employer to attend compulsory training courses pertaining to operation shall

be paid in accordance with the provisions of the Agreement.

26.03 Education Leave

An employee may request a leave of absence to take educational courses related to their employment. Leave will be granted subject to operational requirements.

An employee granted unpaid education leave will continue to accumulate seniority, benefits and continuous service in accordance with Article 29.03 and shall return to their former position with any seniority accrued. Such leaves will not exceed twelve (12) months in any five (5) year period for each employee.

ARTICLE 27 - PAID SICK LEAVE

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

- (a) Sick Leave accumulates at eight (8) hours paid leave for every one hundred and seventy-three (173) hours worked to a maximum of one-hundred-and-thirty-six (136) hours. Sick leave credits are earned during probation but may not be taken until after successful completion of the probation period. Sick leave during the probation period shall be taken without pay.
- (b) 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.
- (c) 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.

- (d) Employees who have been absent for an extended period of time, greater than two (2) weeks, must provide sufficient notice to the Employer prior to their return to work, of at least twenty-four (24) hours.
- (e) It is a guide that longer notice is required for absenteeism in excess of thirty (30) consecutive calendar days.
- (f) 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, from accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.

- (g) Employees who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay except that seniority and benefits shall continue to accrue.

If the employee is not fit to return to work at the expiry of the unpaid leave of absence, the employee must apply for a further leave of absence and further leave of absence without pay shall be granted. 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.

ARTICLE 28 - BEREAVEMENT LEAVE

- a) 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), spouse, child, step-child, stillborn child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward.
- b) Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacation. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored on proof to the Employer of the loss.
- (c) Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.
- (d) One (1) day of the above entitlement may be saved for the use on the date of internment, including a funeral, wake, or celebration of life.

ARTICLE 29 - LEAVE - UNPAID

29.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be submitted electronically to the Manager or their designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. Requests for planned extended unpaid personal leaves of absence require 30 days' notice at a minimum (exclusive of eligible leaves under Article 30 and 31). The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be provided electronically as soon as possible. Any employee granted such leave who over-stays such leave by more than three (3) work shifts, and cannot provide an adequate explanation for not returning to work shall be considered to have abandoned their position.

29.02 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - (4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) 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) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled. In addition, the time taken as Union Leave under this article, shall count as time worked towards Statutory Holiday pay

calculation as per Article 24.01.

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

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

29.03 Unpaid Leave Affecting Seniority and Benefits

- a) Any employee granted a leave of absence without pay shall continue to accumulate seniority, benefits and continuous service for the first four (4) weeks for the leave of absence without pay, or an accumulation of leaves of absence without pay in a single calendar year which total four (4) weeks of an employees' current posted regular work schedule.
- b) If a leave of absence without pay, or an accumulation of leaves of absence without pay, in a single calendar year, total more than four (4) weeks of an employees' current posted regular work schedule the employee shall not accumulate further seniority, benefits or continuous service until the employee returns to work.
- c) subsequent to the four (4) weeks leave of absence without pay referred to in this article, employees may opt to pay the full health benefit premiums for a maximum of an additional three (3) months of coverage.

ARTICLE 30 - MATERNITY/PARENTAL/ADOPTION LEAVE

- a) Maternity/Parental/Adoption Leave shall be granted in accordance with the *Employment Standards Act of B.C.*
- b) Seniority will continue to accrue during these leaves.

ARTICLE 31 - OTHER LEAVES

a) **Jury Duty**

Leave for Jury Duty shall be granted in accordance with Section 55 of the *Employment Standards Act of B.C.*

b) **Family Responsibility Leave**

Family Responsibility Leave shall be granted in accordance with Section 52 of the *Employment Standards Act of B.C.*

c) **Compassionate Care Leave**

Compassionate Care Leave shall be granted in accordance with Section 52.1 of the *Employment Standards Act of B.C.*

d) **Leave Respecting the Disappearance of a Child**

Compassionate Care Leave shall be granted in accordance with Section 52.3 of the *Employment Standards Act of B.C.*

e) **Leave Respecting the Death of a Child**

Compassionate Care Leave shall be granted in accordance with Section 52.4 of the *Employment Standards Act of B.C.*

ARTICLE 32 - PERSONAL AND EMPLOYER PROPERTY

32.01 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.

32.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

ARTICLE 33 - VACCINATION AND INOCULATION AND CRIMINAL RECORD CHECK

33.01 Vaccination and Inoculation

a) Any employee refusing, without sufficient medical grounds,

to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required may be dismissed from the service of the Employer.

- b) 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.
- c) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in service seminars for employees.

33.02 Criminal Record Check

An employee shall, at the Employer's request and expense submit to a criminal record check. The Employer may terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee for which application has been made or where the conviction(s) is contrary to a bona fide occupational requirement.

ARTICLE 34 - OCCUPATIONAL HEALTH AND SAFETY

34.01 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 Work Safe B.C. The Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other employees of the

facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems, which are safety-related, including but not limited to working alone and/or in isolation, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.

34.02 Training and Orientation

- a) 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 physically supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.
- b) In-service and instruction in caring for aggressive residents will be made available to employees. The Employer will share information to all employees who care for, or interact with, residents who have a history of aggressive behavior. The information will include specific instructions on the approach to take when providing care to the aggressive

resident. Employees who encounter an unsafe or aggressive resident are encouraged to seek assistance from their supervisor or other available staff, in accordance with established procedures.

34.03

(a) WorkSafe BC

Employees who are absent from work and receiving benefits from WorkSafe BC shall be considered as being at work and shall receive benefits as if they were working, provided they pay their share of the premium costs, up to a maximum of seventeen (17) weeks.

(b) Employee to Contact Employer

Employees who are absent from work due to WorkSafe BC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) Return to Work Following Illness or Injury

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafe BC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

34.04 Workload

An employee who believes their workload is unsafe shall discuss the issue with their immediate supervisor. Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation in accordance with 34.01(c).

34.05 Reporting Unsafe Conditions and Refusal of Unsafe Work

The BC Occupational Health & Safety (OH&S) Regulation

requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

Where a worker does so in compliance with the OH&S Regulation, they shall not be subject to disciplinary action.

ARTICLE 35 - HEALTH CARE PLANS

Eligibility to participate in the Health Care Plans set out below is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period. Participation in the following Health Care Plans is a condition of employment unless the employee is participating in another comparable plan. The Employer cannot guarantee coverage to an employee under any of the following plans and can only commit to making the plans available to eligible employees. Please refer to eligibility provisions in the benefits booklet. The Plans currently in place shall remain for the duration of this Agreement.

Employees who have completed their probationary period as per Article 9, are eligible for the Health Care Plans once they have posted into a regular position that is eligible for benefits. The benefits will commence the 1st of the month following the date of change.

Medical Services Plan

- a) Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the BC Medical Services Commission.
- b) An eligible employee who wishes to have coverage for other than dependents may do so provided that the Medical Plan is agreeable, and the employee through payroll deduction pays the extra premium.

- c) The Employer pays one-hundred percent (100%) of the coverage.
- d) Where an employee is absent from work for more than four (4) weeks unpaid leave, the employee shall be responsible to pay 100% of the monthly premium, in advance.

Dental and Extended Health Plan

Eligibility is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period. Participation is a condition of employment unless the employee is covered by another plan. The plans currently in place shall remain for the duration of this Agreement.

- a) Eligible employees shall be provided with:
 - A dental plan
 - An extended health care plan
- b) The dental plan and extended health care plan shall cover employees, their spouses and dependent children provided they are not enrolled in another comparable plan.

An employee who divorces or legally separates from their spouse must inform the Employer in writing when their spouse is covered under this plan in order to remove the spouse from coverage. Failure to do so will result in the employee bearing the cost of such coverage.

- c) Eligible employees will be subject to limits under the calendar year and annual deductions set out for Dental and Extended care plans.
- d) The Employer pays seventy-five percent (75%) of the coverage.

Dental coverage to include checkups once in any period of six (6) months for eligible employees and dependents to a maximum of twice per year.

Extended Health Care plan to include vision care coverage at \$250 per 24 months and in addition, one eye exam every 24 months.

Paramedical coverage maximums will be forty dollars (\$40) per visit, per practitioner, in accordance with plan terms and conditions.

- e) Where an employee is absent from work for more than four (4) weeks unpaid leave, the employee shall be responsible to pay 100% of the monthly premium, in advance.

Long Term Disability (LTD)

- a) Eligible employees shall be entitled to a Long Term Disability Plan.
- b) Eligible employees shall pay 100% of the premiums.
- c) Where an employee is on an approved unpaid leave from work, the employee is responsible to pay their premiums. Any arrears will be deducted from their pay cheques upon return to work.

Group Life Insurance

Eligibility is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period. Participation is a condition of employment unless the employee is covered by another plan. The plan currently in place shall remain for the duration of this Agreement.

- a) Eligible employees shall be entitled to a group life insurance.
- b) The Employer shall pay for one-hundred percent (100%) of the coverage.
- c) Where an employee is absent from work for more than four (4) weeks unpaid leave, the employee shall be responsible to pay 100% of the monthly premium, in advance.

ARTICLE 36 - PAY DAYS

- a) Employees shall be paid on every second Friday.
- b) Employees will be paid through direct deposit to a bank account, trust account, or credit union of their choice on or before the appropriate payday.
- c) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.

ARTICLE 37 - VOLUNTEERS

The Union understands and agrees that volunteers play an important and integral role within the facility and that volunteers are an important link to the broader community. Any volunteers used shall be supernumerary to established positions in the Bargaining Unit and will not result in the layoff of Bargaining Unit employees; nor will volunteers be used to fill established positions within the Bargaining Unit.

ARTICLE 38 - CONTRACTING OUT

38.01 No Layoff of Employees

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

38.02 Exceptions

The Employer has the right to contract for services when:

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

ARTICLE 39 - PRINTING OF THE AGREEMENT

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

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

ARTICLE 40 - SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

ARTICLE 41 - EFFECTIVE AND TERMINATING DATES

41.01 Effective and Terminating Dates

- (i) The Agreement shall be effective from September 1, 2020 and shall remain in force and be binding upon the parties until August 31, 2023, and thereafter until a new Collective Agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new

Collective Agreement comes into effect.

41.02 Effective Date of Wages and Benefits

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

ARTICLE 42 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

42.01 The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

42.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 12.

42.03 Part-time employees may also register for casual work provided there are no overtime costs.

42.04 Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.

42.05 Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

Bria Communities Limited Partnership (The Waterford) / Hospital Employees' Union – September 1, 2020 to August 31, 2023

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

Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the casual seniority lists. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion.

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

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

a) The employee must notify the Employer which preferred method they choose to be contacted with for call in procedures (i.e. text, phone call) for first call-outs and secondary call-outs.

42.07 Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

42.08 The parties agree that all terms of the Collective Agreement will apply to casual employees except the following:

Article 15 – Technological Change

Article 16 – Reduction of the Workforce

Article 17 – Scheduling Provisions

Article 24 – Statutory Holidays (24.01; 24.02(b); 24.03; 24.04; 24.05)

Article 25 – Vacations

Article 26.03 – Training

Article 27 – Sick Leave

Article 28 – Bereavement Leave Pay

Article 29 – Unpaid Leave

Article 30 – Maternity/Parental/Adoption Leave (30b)

Article 35 – Health Care Plans

Article 38 – Contracting Out

42.09 Casual Entitlement

Casual employees shall receive 8% of their straight-time pay in lieu of scheduled vacations and statutory holidays. Casual employees cannot qualify for a higher rate under another clause in this agreement.

42.10 Upon request from the Employer, a casual employee will provide the Employer with their availability prior to the beginning of each month. A casual employee who refuses work opportunities on five (5) consecutive occasions in a thirty (30) day period where they have indicated availability may have their employment terminated.

42.11 Except for regular employees who transfer to casual status, casual employees shall serve a probationary period of four-hundred-and-sixty-five (465) hours. During the said probationary period casual employees may be terminated for unsatisfactory service.

42.12 Casual employees who work more than four-hundred-and-sixty-five (465) hours in a temporary posted position shall be eligible for Medical Services Plan benefits in accordance with Article 35. Coverage shall commence the first of the month following completion of the four-hundred-and-sixty-five (465) hours.

Coverage shall be continuous for casual employees who work in consecutive temporary posted positions.

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42.13 Casual employees who work on a statutory holiday, as referenced in Article 24.01, shall receive pay in accordance to Article 24.02 rates of pay for hours worked on that day.

Casuals are not entitled to additional days off in lieu of statutory holidays worked and instead are compensated in accordance to Article 42.09.

Bria Communities Limited Partnership (The Waterford) / Hospital Employees' Union – September 1, 2020 to August 31, 2023

WAGES

Grid	Job Category	Progression Scale	Current Rate	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
				1%	2%	2.5%
1	Dishwasher	Start	\$17.21	\$17.38	\$17.73	\$18.17
		After 465 hours	\$17.78	\$17.96	\$18.32	\$18.77
		After 2,925 hours	\$18.34	\$18.52	\$18.89	\$19.37
2	IL Housekeeping, IL Servers, Cooks Helper	Start	\$17.78	\$17.96	\$18.32	\$18.77
		After 465 hours	\$18.34	\$18.52	\$18.89	\$19.37
		After 2,925 hours	\$18.89	\$19.08	\$19.46	\$19.95
3	Housekeeping (Care), Laundry Aide	Start	\$18.34	N/A	N/A	N/A
		After 465 hours	\$18.89	N/A	N/A	N/A
		After 2,925 hours	\$19.47	N/A	N/A	N/A
4	Reception & Night Laundry / Security	Start	\$18.89	\$19.08	\$19.46	\$19.95
		After 465 hours	\$19.47	\$19.66	\$20.06	\$20.56
		After 2,925 hours	\$19.95	\$20.15	\$20.55	\$21.07
5	Cook, Recreation Assistant	Start	\$20.03	\$20.23	\$20.63	\$21.15
		After 465 hours	\$21.16	\$21.37	\$21.80	\$22.34
		After 2,925 hours	\$21.72	\$21.94	\$22.38	\$22.94

Bria Communities Limited Partnership (The Waterford) / Hospital Employees' Union – September 1, 2020 to August 31, 2023

Grid	Job Category	Progression Scale	Current Rate	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
				1%	2%	2.5%
6	Maintenance	Start	\$21.16	\$21.37	\$21.80	\$22.34
		After 465 hours	\$22.00	\$22.22	\$22.66	\$23.23
		After 2,925 hours	\$22.57	\$22.80	\$23.25	\$23.83
7	Care Aide	Start	\$21.31	N/A	N/A	N/A
		After 465 hours	\$22.16	N/A	N/A	N/A
		After 2,925 hours	\$22.71	N/A	N/A	N/A
8	Admin Assist	Start	\$23.22	N/A	N/A	N/A
		After 465 hours	\$24.11	N/A	N/A	N/A
		After 2,925 hours	\$24.56	N/A	N/A	N/A
9	LPN	Start	\$26.64	N/A	N/A	N/A
		After 465 hours	\$27.76	N/A	N/A	N/A
		After 2,925 hours	\$28.61	N/A	N/A	N/A
10	RN	Start	\$35.11	N/A	N/A	N/A
		After 465 hours	\$36.24	N/A	N/A	N/A
		After 2,925 hours	\$37.89	N/A	N/A	N/A
		36 Months	\$39.29	N/A	N/A	N/A

Note: Please see Memorandum of Agreement #2

MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

BRIA COMMUNITIES LIMITED PARTNERSHIP

THE WATERFORD

Re: RRSP Contribution

1. Regular employees who have completed their probationary period shall have the option of enrolling in the Plan. Participation in the plan is voluntary. The employee must exercise the option upon completion of the probationary period.
2. Employee contributions to the Plan through payroll deduction will be a minimum of \$25 per pay period.
3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
4. The Employer will administer the Plan.
5. The Employer will make an annual contribution of \$225 on January 1, 2022, and \$250 on January 1, 2023 for each employee enrolled and actively contributing during the previous year.

**Signed on behalf of the
Union:**



Maria Rodriguez
Negotiator

May 11/2022

Dated

**Signed on behalf of the
Employer:**



Tanya Snow
Director, Bria Communities

2022.05-26

Dated

MEMORANDUM OF AGREEMENT #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

BRIA COMMUNITIES LIMITED PARTNERSHIP

THE WATERFORD

Re: Rates of Pay

The parties acknowledge they have not entered into wage rate discussions for classifications, who under the Single-Site Order (SSO) wage levelling, are receiving a higher wage.

The parties further agree that, should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will re-open the Collective Agreement to negotiate wage rates for classifications that were levelled up under SSO.

The parties agree that this will commence within 60 days of any government announcement that would end SSO wage levelling.

No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

Should the parties fail to agree, it would be referred to a binding process.

**Signed on behalf of the
Union:**



Maria Rodriguez
Negotiator

May 11, 2022
Dated

**Signed on behalf of the
Employer:**



Tanya Snow
Director, Bria Communities

2022-05-26
Dated

MEMORANDUM OF AGREEMENT #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

BRIA COMMUNITIES LIMITED PARTNERSHIP
THE WATERFORD

Re: Medical Services Plan Premium

The parties agree, should the Medical Services Plan (MSP) premiums be reinstated by the provincial government, the Employer shall pay one-hundred percent (100%) of those premiums for all eligible employees. Where an employee is absent from work for more than four (4) weeks unpaid leave, the employee shall be responsible to pay one-hundred percent (100%) of the monthly premium in advance.

**Signed on behalf of the
Union:**

**Signed on behalf of the
Employer:**



Maria Rodriguez
Negotiator



Tanya Snow
Director, Bria Communities

May 11/2022
Dated


2022-05-26
Dated

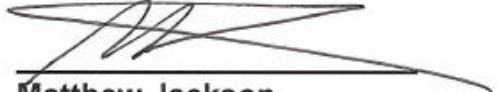
SIGNATURES FOR THE UNION:

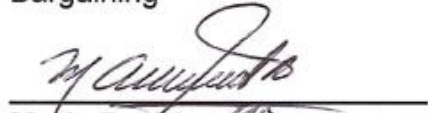
SIGNATURES FOR THE EMPLOYER:



Maire Kirwan
Coordinator of Private Sector
Bargaining Servicing


Tanya Snow
Director, Bria Communities


Janine Brooker
Director – Private Sector
Bargaining


Matthew Jackson
General Manager

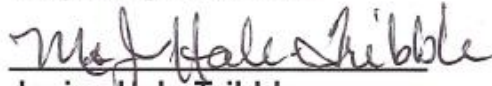

Maria Rodriguez
Negotiator



Miro Armeen
Director of Human Resource

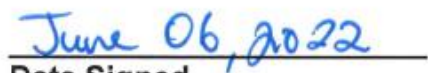

Brittany Trafton
Bargaining Committee

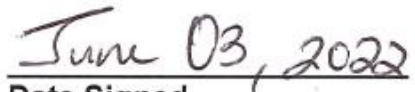

Gurdeep Kaur
HR Partner


Ana Anwack Juan
Bargaining Committee


Janine Hale-Tribble
Bargaining Committee


Joy Gamboa
Bargaining Committee


Date Signed


Date Signed