

**COLLECTIVE AGREEMENT**

**BETWEEN**



**HOSPITAL EMPLOYEES' UNION**

**AND**

**AXR OPERATING (BC) LP by its general partner  
AXR Operating (BC) GP Inc., operating as  
ROYAL CITY MANOR**

**January 1, 2019 – June 30, 2022**

Note: underlined text is new language for 2019-2022

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## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

**WHEREAS** the Union is a trade union formed by and including certain employees of the Employer;

**AND WHEREAS** the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent:

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

### **1.02 No Discrimination**

The Employer and the Union agree not to discriminate on any protected ground enumerated in the British Columbia *Human Rights Code*.

### **1.03 No Harassment**

- (a) The Employer and the Union agree to foster and promote a workplace environment free from 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 sexual or any other form of harassment including but not limited to sexual harassment, psychological harassment and bullying in the workplace.
- (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.

#### **1.04 Procedure for Filing Complaint**

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complain under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days of initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take. The Union and the Employer agree that timelines for the purposes of the grievance procedure will be held in abeyance until the conclusion of the thirty (30) day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.
- (d) Both during and following the conclusion of the investigation the complaint and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) All documents and materials relevant to an investigation shall be provided to the Union upon request.
- (f) Disputes resulting from actions under this Article may be submitted to any of the third party resolution processes under Articles 9, 10 or 11 of the Collective Agreement.
- (g) Nothing in this Article limits and employee's right to take a complaint to the British Columbia Human Rights Tribunal.

## **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**

Employees who are covered by the Union 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 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 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

Article 19.02 - Employer's Notice of Termination.

**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. The parties will maintain the current practice for transmission of this information until such time as the employer has the ability to provide this information securely in an electronic format, such as Microsoft Excel.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certification 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 the taxation year. The receipts shall be mailed or delivered to employees prior to March 1 of the year following each taxation year.

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 titles, employment status, addresses and their telephone numbers known to the Employer. The parties will maintain the current practice for transmission of this information until such time as the employer has the ability to provide this information securely in an electronic format, such as Microsoft Excel.

## **2.04 Induction and Orientation**

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 no longer than thirty (30) minutes. Prior to each session, the Employer shall advise the Secretary-Treasurer of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

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 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) Three (3) Shop Stewards may be appointed by the Union.

- (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 from any one department 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 their 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.

**2.06** The Union shall inform the Employer 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. The visit of the Union Representative will not unduly interfere with the normal operation of the residence.

## **ARTICLE 3 - DEFINITIONS**

### **3.01 Practical Nurse**

A Licensed Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and holds a current licence from the British Columbia College of Nurses and Midwives (BCCNM).

### **3.02 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, and any other relevant articles:

Article 30.01 - Compassionate Leave

Article 33 - Maternity, Parental and Adoption Leave

Article 35.02 - Dental Plan

Article 35.03 - Extended Health Care Plan

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees 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 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

## **ARTICLE 6 - 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 7 - LABOUR – MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labour - Management Committee consisting of representation of up to three (3) union members and up to three (3) Employer representatives. The Parties shall appoint one (1) alternate representative. On the written request of any of its members, the Labour - Management Committee shall meet within twenty-eight (28) days of the request to discuss issues relating to the workplace that affect the Parties or any employee bound by this agreement. Union staff representative and a Company representative may attend such meetings.

The purpose of the Labour - Management Committee is to promote the cooperative and prompt resolution of workplace issues, to foster the development of work related skills and to promote workplace productivity.

Employees shall receive regular wages at straight-time for time spent in attendance at such meetings.

The Parties shall make every effort to exchange agendas at least one (1) week prior to the meeting.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee, Shop Steward or Union Committee member discussions shall take place where resident care is not affected.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay, for a reasonable period of time, when such meetings are scheduled during the Shop Steward or Union Committee members hours of

work.

## **8.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and 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, where operational requirements permit, be given reasonable time off without loss of pay during their regular work shift for this purpose when the discussion takes place at the Employer's place of business.

## **8.03 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 such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. 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.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

## **8.04 Grievance Procedure**

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

**(a) Step One**

The employee, with or without a Shop Steward or Union Committee member, (at the employee's option), shall first discuss the matter with their immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

**(b) Step Two**

The grievance shall be reduced to writing signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of the receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

**(c) Step Three**

The Union Committee and the Employer Committee, or its delegate, shall meet within twenty-one (21) 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 Committee 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 within thirty (30) days.

**8.05 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 (3) of the grievance procedure.

## **8.06 Reinstatement of Employees**

If, prior to the appointment of an arbitrator pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place.

## **8.07 Mediator**

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:

- Mark Atkinson,
- Elaine Doyle,
- Judi Korbin and,
- Ken Saunders,
- 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 revolve 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.

Unless mutually agreed otherwise, disputes may be referred to Mediator only after the completion of Step 3 of the grievance procedure.

In the event the parties are unable to agree on an Mediator within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Collective Agreement Arbitration Bureau to appoint such person.

### **8.08 Expedited Arbitration**

- (1) A representative of the Employer and the Secretary-Business Manager of the Union, or their designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.
- (3) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (4) As the process is intended to be a non-legal, lawyers will not be used to represent either party.
- (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 representation.
- (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 a contemplated herein.
- (8) The decision of the arbitrator is to be completed on the agreed to form 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 the arbitrator.
- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be:
- Corinn Bell,
  - Judi Korbin,
  - Ken Saunders and,
  - Chris Sullivan
- (13) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 9 excepting Article 9.03.
- (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 Article 9.01 for resolution.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three (3) of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitrator.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration.

The parties shall select an Arbitrator by mutual agreement. If the parties fail to reach agreement on an Arbitrator within seven (7) days, either party may request the Labour Relations Board to make the appointment of Arbitrator.

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 Relations Code* of B.C. shall commence with the issuance of written reasons for the decision.

### **9.02 Authority of Arbitrator**

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

### **9.03 Time Limit for Decision of Arbitrator**

An Arbitrator 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.

### **9.04 Employee Called as a Witness**

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

### **9.05 Expenses of Arbitrator**

Each party shall pay half of the expenses of the Arbitrator, unless paid by the Labour Relations Board of the Province of British Columbia.

### **9.06 Reinstatement of Employees**

If the Arbitrator finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Arbitrator may order that their reinstatement

be without loss of pay, and with all their rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

Provided, however, if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between layoff, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this cause, less any expenses which the employee has incurred in order to earn the wages so deducted.

## **ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS**

### **10.01 Regular Full-Time Employees**

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

### **10.02 Regular Part-Time Employees**

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

### **10.03 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 - Casual employees".

### **10.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a

dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8.04 - 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 11 - INCREMENTS**

**11.01** Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.

**11.02** All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.

**11.03** Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

## **ARTICLE 12 - PROBATIONARY PERIOD**

### **12.01 Probationary Period**

For the first four-hundred-fifty (450) hours of continuous service with the Employer, 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 four-hundred-fifty (450) hour 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.

**12.02** 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 13 - EVALUATION REPORTS, PERSONNEL FILES**

### **13.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and received the evaluation, and the other indicating that the employee agrees or disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **13.02 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 the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review their 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) days' notice prior to examining the file.

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 14 - PROMOTION, TRANSFER AND REEMPLOYMENT**

### **14.01 Promotion, Transfer, Demotion, Release**

In the promotion, transfer (except a lateral transfer within the same classification) or demotion of employees, required qualifications, efficiency and competency as required by the position specifications will be the primary consideration. Where such requirements are relatively equal, seniority will be the determining factor.

### **14.02 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 their new job for a period of four-hundred-and-eighty-eighty (488) hours.

In no instance during the qualifying period shall an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned four-hundred-and-eighty-eighty (488) hour period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their 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 arrangement of jobs, shall be returned to their 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.

### **14.03 Temporary Promotion or Transfer**

An employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

### **14.04 Transfer**

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does

not have prior experience or ability to qualify the above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

#### **14.05 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 seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of the section and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

#### **14.06 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.

#### **14.07 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 apply to new employees.

#### **14.08 Supervisory or Military Service**

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

#### **14.09 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

### **ARTICLE 15 - JOB POSTINGS AND APPLICATIONS**

#### **15.01 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 one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of works, including start and stop times and days off, the work area, and the commencement date shall, before being filled be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access of such information provided that no regular employees shall be entitled to relieve other regular employees under this clause on more than two occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.
- (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 that:

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- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
  - (ii) the Employer has inquired into, and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular 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 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 22, the proposed move shall not be made.
- (d) 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, education leave, or special 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.
- (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 either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

- (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 16 - JOB DESCRIPTIONS**

### **16.01**

#### **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 rate 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 16.02(c).

#### **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 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 16.02(c).

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.

## **16.02 Job Descriptions**

- (a) The Employer shall draw up all job descriptions for all jobs and classification in the Bargaining Unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or their 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 specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the types of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualification established for the job are relevant and reasonable.

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **17.01 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 in the health care field.

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.

### **17.02 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or

equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

### **17.03 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 17.02.

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

### **17.04 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not affect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

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.

### **17.05 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 14.01 and Article 18.

### **17.06 Job Training**

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) or planning training programs for those employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour, Skills and Training, or other recognized training institutions.

The joint committee will make recommendations as to the implementation of the above mentioned training programs. The Employer shall advise the Committee which recommendations will be implemented.

### **17.07 Orientation - Training**

(a) The parties to the Collective Agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. General orientation for new employees shall include:

- i) fire and disaster plan;
- ii) organizational structure;
- iii) relevant policies and procedures;
- iv) physical layout of the worksite and unit;
- v) duties of the position.

(b) The Employer agrees to provide a minimum of three (3) shifts orientation in a manner it deems appropriate to employees new to the worksite to enable the employee to adjust. The orientation will be conducted by an employee who has completed their probation and qualifying period.

## **ARTICLE 18 - REDUCTION IN WORK FORCE**

**18.01** 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.

**18.02** The Employer shall give regular full-time and regular part-time employees the following written notice of lay off or normal pay for that period in lieu of notice:

- (a) less than three (3) years' seniority - thirty-one (31) calendar days;
- (b) three (3) or more years' seniority but less than four (4) years' seniority - two (2) months;
- (c) four (4) years' or more - three (3) months.

**18.03** If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further ten (10) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. The above shall be applicable to revised work schedules which result in a decrease of less than 10% of an employee's regular biweekly hours. Any regular employee who does not secure a line or whose line results in a decrease of 10% or more of that employee's regular biweekly hours will receive a layoff notice in accordance with Article 18.02.

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

**18.05** Laid off regular employees shall retain their seniority and service accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capacity of performing the duties of and is qualified for the vacant job, on the basis of last off - first (1<sup>st</sup>) 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 required 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 Article, employees shall be permitted to exercise their rights in accordance with Article 17.04 of this agreement.

**18.06** 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 sent to the Secretary-Treasurer of the Local.

## **ARTICLE 19 - TERMINATION OF EMPLOYMENT**

### **19.01 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

## **19.02 Employee's Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. The period of notice shall be for time worked and shall not include vacation or other paid or unpaid time off.

## **19.03 Employment Abandoned**

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

## **ARTICLE 20 - SCHEDULING PROVISIONS**

### **20.01**

- (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.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 23. Notice of the alteration shall be confirmed in writing as soon as possible.
- (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.
- (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 22.
- (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, including casual employees in a posted position, may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in the cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' 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 22. 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.

## **ARTICLE 21 - HOURS OF WORK**

### **21.01 Continuous Operation**

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

### **21.02 Hours of Work**

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 an average of thirty-five (35) hours per week (five (5) days on, two (2) days off, five days on, three (3) days off rotation), or an equivalent mutually agreed to by the Employer and the Union.

The hours of work for regular full-time employees who are required to be on-call during a meal period shall be eight (8) hours per day, and an average of thirty-seven-and-one-half (37-1/2) hours per week (five (5) days on, two (2) days off, five days on,

three (3) days off rotation) with the meal period included in each shift.

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 22. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

### **21.03 Rest and Meal Periods**

#### **(a) Rest Periods**

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

#### **(b) Meal Periods**

All employees covered by the Collective Agreement shall receive an unpaid one-half ( $\frac{1}{2}$ ) 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.

### **21.04 Split Shifts**

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

### **21.05 Shift and Weekend Premiums**

Where employees work shifts other than day shifts Monday through Friday, the following premiums will be paid over and above the employees base job class rate. Premiums are not used to compound the computation of overtime rates of pay.

- Evening shift: payable for the shifts in which the major portion is worked during the daily time period from 1500 hours (3:00

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- p.m.) to 2300 hours (11:00 p.m.) - \$0.50 per hour, effective the first full pay period after ratification.
- Night shift: payable for shifts in which the major portion is worked during the daily time period from 2300 hours (11:00 p.m.) to 0700 hours (7:00 a.m.) - \$0.90 per hour, effective the first full pay period after ratification.
  - Evening shift: payable for the shifts in which the major portion is worked during the daily period from 1500 hours to 2300 hours - \$0.55 per hour, effective the first full pay period after January 1, 2016.
  - Night shift: payable for shifts in which the major portion is worked during the daily time period from 2300 hours to 0700 hours - \$1.10 per hour, effective the first full pay period after January 1, 2016.
  - Night shift: payable for shifts in which the major portion is worked during the daily time period from 2300 hours to 0700 hours - \$1.25 per hour, effective the first full pay period after January 1, 2017.
  - Weekend shift: payable for shifts in which the major portion is worked between 2300 hours (11:00 p.m. Friday and 2300 hours (11:00 p.m.) Sunday. - \$0.30 per hour.

## **ARTICLE 22 - OVERTIME**

**22.01** Overtime means the time spent by an employee in the service of the Employer in excess of the normal daily full shift hours or weekly full shift hours as set out in the Hours of Work provisions in this Collective Agreement.

**22.02** Assignments of overtime work shall be offered to employees within the classification on the basis of seniority. When an overtime assignment arises, it shall first be offered to qualified employees on duty. If no one accepts to work the overtime shift, it will then be offered to all other qualified employees in seniority order.

**22.03** Overtime will be paid to employees at the rate of time-and-one-half (1-1/2x) for the first two (2) hours in excess of seven-and-one-half (7-1/2) hours in one (1) day. It is agreed that the first fifteen (15) minutes in excess of seven-and-one-half (7-1/2) hours will not be claimed as overtime unless an employee works sixteen (16) minutes or longer.

Time-and-one-half (1-1/2x) will also be paid for the first two (2) hours worked on a designated day off, provided this is time in excess of that normally required during that work week, and, for regular part-time and casual employees, for the first two (2) hours on a day in excess of six (6) consecutive days.

**22.04** Overtime will be paid to employees at the rate of double-time (2x) for all hours in excess of nine-and-one-half (9-1/2) in one day. Double-time (2x) will also be paid for work in excess of two hours on a designated day off, provided this is time in excess of that normally required during that work week, and, for regular part-time and casual employees, for work in excess of two (2) hours on a day in excess of six (6) consecutive days.

**22.05** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 29, the employee shall be paid overtime at the rate of time-and-one-half times (1-1/2x) the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7-1/2) hours in that day.

## **ARTICLE 23 - 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, 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 their

automobile to work, an allowance of thirty-five cents (35¢) per mile from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2).

## **ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT**

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

## **ARTICLE 25 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**25.01** In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

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

**25.03** 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 their classification, or one-hundred dollars (\$100) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

**26.01** An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance as per the Employer's travel policy. Minimum allowance shall be two dollars (\$2).

**26.02** Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - STATUTORY HOLIDAYS**

### **27.01 Statutory Holidays**

Employees will be entitled to thirteen (13) 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	Labour Day
Family Day_	<u>National Day for Truth and Reconciliation</u>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

### **27.02 Work on Statutory Holidays**

If an employee works on a statutory holiday, other than a super stat, the employee will be paid at the rate of time-and-one-half (1-1/2x) for the first seven-and-one-half (7-1/2) hours and will receive another day off with pay as a statutory holiday. The rate of time-and-one-half (1-1/2x) will be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours fall within 0001 hours and

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2400 hours on the named day. In such cases, the rate of time-and-one-half (1-1/2x) shall be paid for the total hours worked.

**Super Stats**

All employees who are required to work on Labour Day or Christmas Day or Good Friday shall be paid at the rate of double-time (2x) for the first seven-and-one-half (7-1/2) hours worked and shall receive another day off with pay as a statutory holiday. The rate of double-time (2x) shall be paid for the full shift when one-half (½) of the hours fall within 0001 and 2400 hours on the named day. In such cases the effective rate of double-time (2x) shall be paid for the total hours worked.

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.

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

**ARTICLE 28 - LEAVE - SICK**

**28.01**

- (a) Regular employees shall receive twelve (12) working days sick leave credits each year, accruing at the rate of one (1) day sick leave per month. Effective January 1, 2022, regular employees shall receive fifteen (15) working days sick leave credits each year, accruing at the rate of one-point-two-five (1.25) days sick leave per month. These sick leave credits shall have no cash value per se. Sick leave credits may be used at any time throughout the calendar year.
- (b) Sick leave credits, which are not used by each December 31<sup>st</sup> in the same year may be carried over to the succeeding year, and may be cumulative in the employee's sick leave credits to a maximum of seventy (70) working days sick leave.

## **28.02 Payment**

- (a) Regular full-time employees shall receive their regular pay for each day of sick leave credit used.
- (b) Regular part-time employees shall receive their regular pay for scheduled work hours lost provided they have sick leave credits.

## **28.03 Proof of Sickness**

Sick leave with pay is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than two (2) consecutive work days.

## **28.04 Benefits Accrue**

When an employee is on paid sick leave, all benefits of this Agreement shall continue to accrue.

## **28.05 Notice Required**

Employees must give reasonable notice to the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

## **28.06 Expiration of Sick Leave Credits**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Cross reference to Article 37 Long-Term Disability Plan).

## **28.07 Personal Leave**

If there are sufficient credits in an employee's accumulated sick leave, up to one (1) day per calendar year may be used as a

personal leave day. The employee shall request in writing for the personal leave day providing as much advanced notice as possible to the Employer.

## **28.08 Leave - Workers' Compensation**

### **(a) Entitlement to Leave**

An employee shall be granted WorkSafeBC leave with pay, in the event that the WorkSafeBC determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. The term claim will not include any form of WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

### **(b) Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

### **(c) Benefit Entitlement**

When an employee is on a WorkSafeBC claim, all benefits of the Agreement will continue to accrue. However, an employee off work on a WorkSafeBC claim shall receive wages and benefits equaling but not exceeding their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

### **(d) Approval of Claim**

When an employee is granted sick leave with pay and WorkSafeBC leave is subsequently approved for the same period, it shall be considered, for the purpose of the record

of sick leave credits, that the employee was not granted sick leave with pay.

**(e) Continuation of Employment**

Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

**(f) Emergency Appointments**

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by WorkSafeBC shall be paid for from the employee's accumulated sick leave.

**28.09 Enforceable Legal Claim**

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request of the Employer, take all steps reasonably necessary to enforce the said claim at the Employer's expense. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

**28.10 Appointments**

(a) Subject to the operational requirements of the Employer, and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for their normal off duty hours.

(b) When an employee's doctor refers the employee to a specialist, any necessary travel time, to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

### **28.11 Sick or Injured Prior to Vacation**

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 period so displaced shall be added to the vacation period if requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

### **28.12 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall, on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 30.06 shall apply upon expiration of sick leave credits, should additional leave be requested.

## **ARTICLE 29 - VACATIONS**

Effective January 2017, for the purpose of calculating vacation, the base day will be seven (7) hours per day as the average is 35 hours per week for a regular full-time employee. Vacation for regular part-time staff will be pro-rated.

### **29.01 Vacation Entitlement**

Regular full-time employees are entitled to vacation leave at their regular rate of pay on the following basis:

- one (1) year of continuous employment - 10 working days
- two (2) years of continuous employment - 15 working days
- five (5) years of continuous employment - 20 working days
- ten (10) years of continuous employment - 25 working days
- fifteen (15) years of continuous employment - 30 working days

## **29.02 Partial Year of Service**

During the first partial calendar year of service, regular employees earn vacation at the rate of:

days paid\* (excluding overtime) X vacation entitlement X regular pay

\* Includes leave without pay up to twenty (20) days.

## **29.03 Vacation Period**

- (a) On or before January 15<sup>th</sup> of each year, the Employer will advise employees in writing of their vacation entitlement for the calendar year.
- (b) Written requests for vacation for the calendar year shall be submitted by February 1<sup>st</sup>,
- (c) All employees will be granted a first choice of vacation period before any employee is granted a second choice.
- (d) Written responses to employees' first choice of vacation period shall be provided to each employee by February 15<sup>th</sup>.
- (e) Written responses to all other vacation requests shall be provided to each employee by February 28<sup>th</sup>.
- (f) The employer will make every effort to accommodate employees' requests for vacation. Requests will be approved in order of seniority, by department, subject to operational requirements. Disputes arising from this article will be resolved via the grievance procedure.
- (g) Responses to vacation requests submitted outside of the times stated above shall be done on a first come, first serve basis, and will be returned to employees within two (2) weeks of the receipt of the request.
- (h) Requests for previously unscheduled vacation should be submitted no later than July 1<sup>st</sup> of each year and will be responded to by July 18<sup>th</sup>. If requests for unscheduled vacation time are not received by July 1<sup>st</sup>, the employer will book time for the employee based on operational requirements. In the event the employer books time for an

employee as described above, the employer will make every reasonable effort to accommodate changes.

#### **29.04 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided as per the following, subject to the approval of the Employer:

- (1) Five (5) vacation days may be split into blocks of one (1) or more days.
- (2) all other blocks of vacation shall be at least five (5) days in duration.

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

#### **29.05 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year. Employees who have completed their probationary period are entitled to vacation leave at their regular rate of pay. All vacations not taken by December 31 will be paid out at the employee's regular rate of pay.

#### **29.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance.

### **ARTICLE 30 - 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, child, step-child, brother, sister, father-in-law, mother-in-law,

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grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event the funeral is held on a day other than one of the three calendar days immediately following the day of death, and where the regular employee is responsible for making funeral arrangements or where the employee is required to travel out-of-town to attend the funeral, two (2) additional days of bereavement leave with pay will be granted.

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

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

An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

## **ARTICLE 31 - EDUCATIONAL LEAVE**

**31.01** Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or examination shall be paid by the Employer.

**31.02** 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.

**31.03** After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses

relating to the delivery of health care 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 requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

## **ARTICLE 32 - JURY/COURT DUTY LEAVE**

### **32.01**

- (a) Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court shall be granted to a leave of absence, with pay, equal to the time required for the employee's court attendance(s).
- (b) A regular employee in receipt of regular pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that the employee is normally scheduled to work, providing these do not exceed the employee's regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- (c) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant according to the length of the court duty.

**32.02** Court Duty Leave does not apply to employees who are accused, plaintiffs or defendants.

## **ARTICLE 33 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **33.01 Maternity Leave**

- a) Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence prior to the birth and after birth shall be at the option of the employee.
- b) Leave of absence for maternity may be taken for a period of seventeen (17) weeks. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of the period, less the twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the *Employment Standards Act*. The balance of a maternity leave shall be without pay or benefits.
- c) Employees shall make every effort to give at least four (4) weeks' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of birth.
- f) Upon return to work, the employee shall continue her former position, if it still exists, without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay.

### **33.02 Parental Leave**

- a) Upon written request an employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks without pay in the case of a

birth mother who takes maternity leave under Article 33.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

- b) Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.
- c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- d) Leave under this clause shall commence:
  - i. In the case of the mother, immediately following the conclusion of the maternity leave taken pursuant to Article 33.01.
  - ii. In the case of the other parent, following the birth and conclude within the seventy-eight (78) week period after the birth date. The "other parent" may be the father of the child or the spouse or common-law spouse of the mother.

### **33.03 Adoption Leave**

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

**33.04** Seniority will continue to accumulate during the period of the maternity, parental and adoption leave. The Employer will continue benefits during a maternity/parental leave, maintaining the same payment terms at which the employee was participating in immediately prior to the start of the leave unless the employee chooses not to continue with their share of the cost of a plan (if any). Benefits will be terminated if the employee chooses not to continue to make their share of the premium payment(s).

## **ARTICLE 34 - LEAVE – UNPAID**

### **34.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The 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.

### **34.02 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. Notices granting such leaves shall be in writing.

### **34.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

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 (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.04 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

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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 give a minimum of seven (7) 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 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 44.01.
- (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.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.

- (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **34.05 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 35 - HEALTH CARE PLANS**

Effective sixty (60) days after the date of ratification, access to the Dental Plan and the Extended Health Care Plan shall be extended to employees under age seventy-five (75).

### **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.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

### **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), sixty percent (60%) of the costs of the extended plan (Plan B) and fifty percent (50%) of the costs of the orthodontic plan

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(Plan C). An employee is eligible for orthodontic services after twelve (12) month's participation in the dental plan. Orthodontic services are subject to a lifetime maximum payment of one-thousand-eight-hundred-and-fifty dollars (\$1,850) per patient with no run-offs for claims after termination of employment.

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

**35.03 Extended Health Care Plan**

- (a) The Employer shall pay one-hundred percent (100%) of the premium for extended health care coverage for employees and their families (including common-law spouses) provided they are not enrolled in another comparable plan.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for hearing aids will be five-hundred dollars (\$500) and the allowance for vision care shall be two-hundred-and-twenty-five dollars (\$225) per eligible person per 24 month period. Effective July 1, 2016, the allowance for vision care shall be two-hundred-and-fifty dollars (\$250) per eligible persons per 24-month period. Effective sixty (60) days after the date of ratification, the Vision Benefit will increase to \$275/24 months. Effective February 1, 2022, the eye exam benefit increases to \$75/24 months.
- (c) A pay direct drug card is available to employees. The dispensing fee is capped at \$9.25 per prescription. Eligible drugs are limited to the least expensive generic available.

The above is conditional on the removal of coverage for hospitalization from the extended health care plan. There is no change to the 80% reimbursement of eligible expenses.

### **35.04 Registered Retirement Savings Plan**

The Employer shall provide a group registered retirement savings plan for regular employees, in which membership is voluntary, in accordance with the following:

- (a) eligible employees may contribute one percent (1%), two percent (2%), three percent (3%) or four percent (4%), up to a maximum of four percent (4%) of straight-time earnings by authorized payroll deduction, which is matched by the Employer.
- (b) matching Employer contributions are made monthly and are subject to the vesting requirements of the *B.C. Pension Benefits Standards Act*.
- (c) An employee's additional voluntary contributions, in excess of the maximum 4% contributory factor is not matched by the Employer.
- (d) Employees may suspend contributions or withdraw funds from their RRSP account in exceptional circumstances. However, for each suspension or withdrawal and subsequent reinstatement by the employee after the first occasion, the Employer's contribution will be suspended for twelve (12) consecutive months. Withdrawals are subject to an administrative fee levied by the financial institution, prevailing provincial pension legislation and the *Income Tax Act of Canada*, and other applicable Federal or Provincial legislation.
- (e) Upon termination of employment, an employee is required to transfer the employee's group registered retirement savings plan proceeds to a personal registered savings plan account at their private financial institution, or full withdrawal, subject to statutory tax deductions.
- (f) In the event of the employee's death prior to retirement, the employee's designated beneficiary will receive full proceeds of the group RRSP account, subject to the *Income Tax Act of Canada*.
- (g) Semi-annual statements accounting for the employee's group RRSP account activity, and annual T4's for the employee's

contributions, will be issued to employee members by the financial institution.

- (h) An annual administration fee will be charged by the financial institution against each employee member's group RRSP account.
- (i) New enrolments in the group registered retirement savings plan will occur in the month following an employee's eligibility or enrolment; administrative changes for personal information such as address changes, beneficiary changes, etc. are to be submitted on a timely basis.

## **ARTICLE 36 - LONG-TERM DISABILITY INSURANCE PLAN**

**36.01** The Employer shall provide a long-term disability insurance plan for all regular employees.

**36.02** The plan shall cover post-probationary employees and provide such employee with two-thirds salary continuation until the age of sixty-five (65) in the event of a disability.

**36.03** The Long Term Disability Plan shall contain provisions as described below:

- In the event of total disability resulting from injury or illness which prevents work and provided the employee is attended by a physician throughout the period of disability, the disabled employee is eligible to receive sixty-six-and-two-thirds percent (66.67%) of monthly earnings, to a maximum of \$4,000.
- Long term disability benefits commence after four (4) months of continuous total disability: benefits continue as long as the employee is unable to perform the employee's own occupation for a period of twenty-four (24) months; benefits continue after twenty-four (24) months provided the employee continues to be totally disabled from performing any occupation, to a maximum of age sixty-five (65).

**36.04** The Employer shall pay one-hundred percent (100%) of the LTD premium cost.

**36.05** The premiums for medical, dental, and extended health will be cost shared on a 50-50 basis by the Employer and the employee on LTD.

## **ARTICLE 37 - GROUP LIFE INSURANCE**

**37.01** The Employer shall provide a group life insurance plan for all regular employees.

**37.02** The plan shall provide \$50,000 insurance coverage for post-probationary 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.

## **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 Employment Insurance Commission shall be paid directly to employees by the Employer.

## **ARTICLE 39 - PREVIOUS EXPERIENCE**

**39.01** Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at

any step in the range above the minimum.

**39.02** A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

## **ARTICLE 40 - PAY DAYS**

Employees shall be paid bi-weekly by direct deposit subject to the following provisions.

- (a) The Employer will utilize electronic pay statements. The following terms and conditions shall apply to the utilization of electronic pay statements.
- i) An employee shall be able to access a company computer and view their electronic pay statement before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.
  - ii) An employee shall be able to print their electronic pay statement using company resources if they so choose.
  - iii) The Employer shall ensure that no unauthorized employee will be able to access any other employee's electronic pay statement.

In the event the computer, the printer or internet is not working in the workplace, the Employer will provide pay stubs in a timely manner for employees who so request it.

- (b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions and an itemization of all deductions.

## **ARTICLE 41 - BADGES AND INSIGNIA**

Employees shall be permitted to wear Union pins or Shop Steward

badges.

Employees shall be permitted to wear pins and caps from recognized health care organizations.

## **ARTICLE 42 - BULLETIN BOARD**

A bulletin board 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 43 - UNION ADVISED OF CHANGES**

The Union Secretary-Business Manager shall be informed in writing of any change contemplated 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** Upon submission of reasonable proof, 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, provided such personal property is an article of use or wear of a type suitable for use while on duty.

**44.03** Where an employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

**44.04** If the Employer currently supplies tools to employees then it shall continue to supply tools to employees. The Employer shall

supply tools to employees upon the requirement of the Employer that the employees provide tools calibrated to the metric scale. The Employer 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**

**45.01** 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. 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.

**45.02** The Employer agrees to take all reasonable precautions, including in-service seminars, to prevent, control and limit the spread of infectious diseases among residents and employees.

The Employer shall provide Hepatitis B vaccine, free of charge to those employees who may be exposed to body fluids or other sources of infection.

**45.03** Preventive measures include ongoing in-service education, hygiene and disinfection practices, resident spacing, infection control drills as well as procedures, systems and protocols. Every six months the Occupational Health and Safety Committee shall review the prevention measures in place. These reports shall be posted at the workplace for the information of employees.

**45.04** As part of its preventive measures, the Employer shall make reasonable efforts to ensure there is always an accessible

and sufficient supply of personal equipment (PPE) available for all employees.

**45.05** Upon discovering or suspecting the presence of an infectious disease in the workplace, the Employer shall inform all employees.

**45.06** Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

**45.07** Employee refusing to take the influenza vaccine shall not have their employment terminated for that reason. Employees working at alternate worksite(s) must advise the Employer if their alternate worksite(s) is in outbreak as confirmed by the Health Authority or Medical Health Officer. Such employees shall be placed in an unpaid leave of absence or transferred to another unit during the period of the outbreak.

## **ARTICLE 46 - UNIFORMS**

**46.01** All employees will be expected to dress appropriately for the job they are doing.

**46.02** After completion of the probationary period, the company will provide each permanent employee with two uniforms. After the first full year of employment and annually thereafter, the company will provide one uniform for each employee.

**46.03** In lieu of providing a uniform, the company may choose to pay \$60 per year upon providing proof of purchase of that uniform.

## **ARTICLE 47 - OCCUPATIONAL HEALTH AND SAFETY**

### **47.01 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 meet at least once every month. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation made pursuant to the *Worker's Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. The Union shall endeavor to appoint one employee representative from each of the Employer's departments. There shall be one Employer and one Union co-chair who shall preside over meetings on an alternating basis.
- (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. While they are attending a meeting, an on-shift staff member shall have their workload adjusted. Employees 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 Occupational Health and Safety Regulation or this Collective Agreement. While they are participating in an inspection or investigation, an on-shift staff member shall have their workload adjusted. The Committee will make every effort to schedule meetings and investigations at times that facilitate workload adjustment.

- (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 Expedited Arbitration.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) The Occupational Health and Safety Committee may use the resources of WorkSafe BC and/or Revera's policies and procedures to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by the staff.
- (f) 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 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.

- (g) 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.
- (h) Where an employee is appointed to serve on the occupational health and safety committee for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which she/he serves on the committee. This additional day of paid education leave will be used to attend safety courses sponsored by the WorkSafe BC or other courses mutually agreed to by the Employer and the Union at the local level.

#### **47.02 Residents with Responsive Behaviours**

When the Employer has reason to believe that upon admission or transfer a resident has a history of violent or responsive behavior, staff shall have access to up to date and relevant information and the Employer shall ensure protective measures are taken as soon as practical. In-service and/or instruction in caring for the aggressive or violent resident and how to respond to a resident's aggressive or violent behavior will be provided by the Employer. The Employer will review the curriculum with the Occupational Health and Safety Committee.

The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such residents.

#### **47.03 Critical Incident Stress Defusing**

A workplace critical incident is an event (i.e., an injury, fatality, or robbery, etc.) that causes physical, emotional or psychological trauma in people exposed to the incident. It is a sudden, powerful event outside the range of normal experience and outside of the worker's control.

In the event of a critical incident within the workplace the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafe BC's Incident Response program. Leave to attend such sessions will be without loss of pay.

#### **47.04 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's home for employees requiring immediate 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.

#### **47.05 Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the facility 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 an environment where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a respectful environment. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behavior, aggression and violence.

#### **47.06 Workplace Violence**

The Employer shall establish an anti-violence program within sixty (60) days of ratification. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include the following elements:

- i. a Policy Statement on Violence;
- ii. the implementation of control measures and guidelines regarding violence prevention;
- iii. the Joint Occupational Health & Safety Committee shall produce periodic Risk Assessments, post them and where appropriate include them in resident care plans;
- iv. written Supplementary Instructions;
- v. the Joint Occupational Health & Safety Committee shall produce periodic reports of violence prevention activities as required by legislation, which will be posted at the worksite;
- vi. annual Worker and Supervisory education and training;
- vii. incident Reporting and Investigation;
- viii. incident follow-up;
- ix. available professional counselling on an immediate and continuing basis via the Employer's EAP program;
- x. Program review.

#### **47.07 Anti-Violence**

All employees shall be offered mandatory anti-violence training at least once each calendar year. Employees attending such training shall be paid at the straight-time rate.

#### **47.08 Communicable Diseases**

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments. As per the *Workers' Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

#### **47.09 Employee Obligations**

Every employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the employee's acts or omissions at the workplace. Further,

every employee will carry out their work in accordance with the applicable statutory requirement pertaining to occupational health and safety.

#### **47.10 Manual Lifting**

The parties agree that the manual lifting or transfer of a resident jeopardizes the health and safety of both the resident and the employee and, as such, is absolutely prohibited.

The Employer will establish, through both policy and procedure, the appropriate measures that employees must utilize when operating a mechanical device to lift or transfer a resident.

The Employer shall ensure the provision of appropriate equipment suitable for lifting or transferring a resident in a safe manner.

The parties agree that two (2) trained employees will always directly participate in the operation of the mechanical device to lift or transfer a resident.

### **ARTICLE 48 - EMPLOYEE WORKLOAD**

**48.01** The Parties agree that heavy workload may affect the health and safety of employees and that resident care is enhanced if concerns relating to workload are resolved in a timely manner using a problem-solving approach.

**48.02** It is acknowledged and agreed that in addressing such workload concerns, time is of the essence.

**48.03** When there is a workload concern, the employee(s) shall first raise the concern with their immediate supervisor (Charge Nurse). If the concern is not resolved, then the Charge Nurse must raise it with their direct manager or designate as soon as possible. The manager should have a reasonable opportunity to address the concern.

**48.04** In addressing workload concerns, the supervisor/manager shall attempt to resolve the concern through such means as the prioritization of work, the use of casual employees, and/or overtime.

**48.05** If the concern still cannot be resolved, the employee should complete a Workload Review Form, sending it to their direct manager, local union representative and the Occupational Health & Safety Committee. The manager will again attempt to resolve the matter directly with the employee and provide the employee, the Union representative and the committee with the results.

**48.06** If a workload concern remains unresolved, it shall be presented to the Occupational Health & Safety Committee. The Occupational Health & Safety Committee shall endeavor to provide unanimous workload recommendations to the Employer.

**48.07** If the parties are still unable to resolve the identified workload concern(s), raised on the Workload Review Form, the concern(s) will be discussed at the Labour/Management Committee which will provide a resolution proposal or response to the concern within twenty (20) business days of it being referred to the Labour - Management Committee.

**48.08** For persistent concerns that remain unresolved, either the Labour or Management representatives may seek the assistance of a Mediator identified in Article 8.07, who may make recommendations to the Parties.

## **ARTICLE 49 - PROFESSIONAL RESPONSIBILITY FOR LPN'S**

In the interest of safe patient/resident care and safe nursing practice, the parties agree to the following problem-solving process to address employee concerns relative to patient/resident care including:

- A. Nursing practice conditions; and

B. Safety of patients/residents and staff.

**Step One:**

An Employee with a concern will discuss the matter with their excluded supervisor or designate with the objective of resolving the concern. At their request, the employee may be accompanied by a shop steward.

**Step Two:**

If the matter is not resolved to their satisfaction, the employee may submit the Professional Responsibility Complaints Form to their excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of their discussion with their excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

**Step Three:**

If the matter is not resolved to the employee's satisfaction, the employee may re-submit the Professional Responsibility Complaints Form to the Executive Director, the Head of Nursing, and the Union. The Executive Director and/or the Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward. The Executive Director and/or Head of Nursing or a designate from nursing shall respond to the employee in writing with fourteen (14) calendar days of the meeting with the employee.

**Step Four:**

If the matter remains unresolved the employee may talk with the Union about pursuing the matter to a trouble-shooter for resolution.

## **ARTICLE 50 - CONTRACTING OUT**

The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions it intends to contract out after the date of signing this collective agreement that could otherwise be performed by members of the HEU within the residence, except where an emergency exists.

## **ARTICLE 51 - VOLUNTEERS**

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

## **ARTICLE 52 - FOOD AND PARKING**

**52.01** The company shall provide free parking for employees.

**52.02** The Employer shall provide meals at cost to employees on the days they are working.

## **ARTICLE 53 - PRINTING OF THE AGREEMENT**

For the term of this Collective Agreement, the Union shall print sufficient copies of the agreement and the printing costs shall be shared equally between the parties.

The Employer will provide new employees with a copy of the

Collective Agreement at the time of hire.

A copy of the renewed Collective Agreement shall be provided to current employees within ninety (90) days of the date of the parties signing the renewed Collective Agreement.

#### **ARTICLE 54 - EFFECTIVE AND TERMINATING DATES**

The Agreement shall be effective from January 1, 2019 and shall remain in force and be binding upon the parties until June 30, 2022 and from year to year thereafter, unless terminated by either party on written notice served during the month March 2022.

If a notice is not given by either party ninety (90) days or more before the expiry of the agreement, both parties shall be deemed to have given notice ninety (90) days before the expiry.

#### **ARTICLE 55 - VARIATIONS**

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

#### **ARTICLE 56 - SAVINGS CLAUSE**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

(c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

## **ARTICLE 57 - WAGE SCHEDULE**

**57.01** Wages will be paid to each employee in accordance with and based upon Wage Rates Schedule provided in this Collective Agreement.

**57.02** All rates of pay and benefits under this Agreement shall be applied according to their respective effective dates, as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above, shall receive them providing they leave a forwarding address for this purpose.

**57.03** The Employer shall pay all wages and premiums that apply under the Collective Agreement the Employer shall withhold only the minimum required statutory deductions and remit these to the proper government offices.

## WAGE SCHEDULE

There will be zero percent (0%) increases to the Collective Agreement rates. See Memorandum of Agreement on Ratification Payment.

For information purposes only, these were the wage rates under the expired Collective Agreement.

<b>CLASSIFICATION</b>	<b>STEP</b>	<b>2018 RATE</b>
<b>Care Aide</b>	Start	\$21.71
	450 hours	\$22.43
	1,950 hours	\$23.13
<b>Activity Aide</b>	Start	\$20.17
	450 hours	\$20.86
	1,950 hours	\$21.58
<b>Cook</b>	Start	\$21.22
	450 hours	\$22.08
	1,950 hours	\$22.97
	3,900 hours	\$23.95
<b>Dietary Aide</b>	Start	\$16.39
	450 hours	\$17.55
	1,950 hours	\$18.73
	3,900 hours	\$20.61
<b>Laundry Aide</b>	Start	\$16.39
	450 hours	\$17.55
	1,950 hours	\$18.73
	3,900 hours	\$20.61
<b>Housekeeping Aide</b>	Start	\$16.39
	450 hours	\$17.55
	1,950 hours	\$18.73
	3,900 hours	\$20.61

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<b>CLASSIFICATION</b>	<b>STEP</b>	<b>2018 RATE</b>
<b>Maintenance</b>	Start	\$20.47
	450 hours	\$21.64
	1,950 hours	\$22.75
	3,900 hours	\$23.99
<b>Janitor</b>	Start	\$16.39
	450 hours	\$17.55
	1,950 hours	\$18.73
	3,900 hours	\$20.60
<b>LPN</b>	Start	\$27.20
	1,950 hours	\$27.79
<b>Clerk / Receptionist</b>	Start	\$17.64
	450 hours	\$18.80
	1,950 hours	\$19.98
	3,900 hours	\$21.34

## **ADDENDUM - CASUAL EMPLOYEES**

### **Casual Employees**

1. (a) 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 one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) compassionate leave relief;
  - (6) Union business relief;
  - (7) education leave relief;
  - (8) such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in 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. No casual employee shall be registered in more than one (1) department, except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position

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within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 15.01(a) 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 (of this Addendum) and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided that the employee has completed the probationary period section 12(1) of this Addendum or Article No. 12.01. Eligible benefits plans under this subsection 4(b) are limited to the following:

Article 35.01 - Medical Plan

Article 35.02 - Dental Plan

Article 35.03 - Extended Health Care Plan.

5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 12.01 - Probationary Period
  - (2) Articles 14.02, 14.03, 14.04, 14.05, 14.06, 14.08 of Seniority
  - (3) Article 15.01(c) - Job Posting
  - (4) Article 18 - Reduction in the Work Force
  - (5) Article 19.01 - Employers Notice of Termination
  - (6) Article 20.01 - Scheduling Provisions
  - (7) Article 28 - Leave – Sick

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- (8) Article 29.04 - Vacations
  - (9) Article 30 - Compassionate Leave
  - (10) Article 31 - Educational Leave
  - (11) Article 32 - Jury/Court Duty Leave
  - (12) Article 33 - Maternal, Parental and Adoption Leave
  - (13) Article 34 - Leave – Unpaid
  - (14) Article 35 - Health Care Plans
  - (15) Article 36 - Long-Term Disability Insurance Plan
  - (16) Article 37 - Group Life Insurance
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
8. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at the primary telephone number designated by the employee. The Employer shall commence by calling the most senior employee in the classification registry at the primary telephone number. Only one (1) 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, the next person on the list shall be called. If a message was left on the answering

service and the employee has not called back within five (5) minutes the next person on the list shall be called. In the event the casual employee is not able to report for the shift either within sixty (60) minutes of the required shift start time or within sixty (60) minutes of the phone call, the Employer shall call the next most senior employee in the classification registry.

- (2) 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.
- (3) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer 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.
- (4) Casual employees who are employed by any other health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month:
  - (a) the name of the other health care facility;
  - (b) the schedule that they are required to work at the other health care facility; and
  - (c) the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a period

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or periods during which they indicate they will be available to work may be terminated.

- (5) A casual employee who accepts an assignment shall be deemed to have the same obligations to fulfill the assignment as a regular employee.
9. Casual employees shall not be dismissed except for just and proper cause.
10. 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 (1) 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.
11. (1) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1<sup>st</sup>) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
  - (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:

- (a) of the master casual seniority list; and
- (b) of each classification registry maintained by the Employer.

12. (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four-hundred-and-sixty-eight (468) 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 12.01 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.
13. 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:
- (1) dividing their number of seniority hours by a factor of seven-point-five (7.5) which shall be deemed to be the number of days worked; and then
  - (2) taking the number of days worked derived under subsection one (1) herein multiplied by a factor of one-point-four (1.4) rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
  - (3) Upon return to work from receiving WorkSafe BC benefits for an incident at the Employer's workplace, a casual employee will be credited with seniority hours based on the average amount of hours worked in the twelve (12) week period prior to receiving WorkSafe BC benefits.

14. Casual employees shall receive eight-point-two percent (8.2%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
- 15.1) For casual employees not working in vacant regular positions, and provided that the employee has completed the probationary period of four-hundred-and-sixty-eight (468) hours as described at Sub-Section 12 of the Casual Addendum, casual employees may, on a voluntary basis, elect to enroll in the following components of the Employer's Health Care Plan:
- i. Dental Plan
  - ii. Extended Health Benefits Plan.
- 2) Coverage of these benefits is subject to the following requirements:
- i. The Employer provides the necessary enrolment forms within 30 days of completion of the probationary period.
  - ii. The employee is ineligible for coverage if the employee fails to submit enrolment forms within 30 days of receiving same.
  - iii. Participation is voluntary, however, after enrollment commences continued participation is mandatory and the employee is required to maintain premiums in accordance with Section 15 of the Casual Addendum unless there is a material or significant change in their personal or family status (for example: marriage, separation or divorce, birth, coverage through a spousal plan ends).
  - iv. If the employee fails to maintain premiums, coverage under the Plan is terminated and the employee remains ineligible to join the plan unless there is a material or significant change in their personal or family status (see examples in iv. above).

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v. Where circumstances prevent the employee from maintaining monthly premiums the employee may withdraw from the plan, and if withdrawn the employee remains ineligible for a period of twelve (12) months.

(3) In order to fund the cost of those benefits in whole or in part, the Employer shall pay such employees eleven-point-two percent (11.2%) of their straight-time pay in addition to any payments prescribed by Section 14.

Such employee shall then pay to the Employer, in advance, the full cost of such benefits and shall maintain payment of them by any method agreeable to the Employer from month to month.

16. 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 converted to hours on the following formula:

(1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by factor of 0.714.

17. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of their regular schedule at the option of the employee. All time

worked shall be credited to the employee under the provisions of the Addendum - Part-Time employees.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
19. When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, or six (6) shifts that the casual has said they are available in the three (3) month period, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

## **ADDENDUM - PART-TIME EMPLOYEES**

A regular part-time employee as defined in Article 10.02 Regular Part-Time employees, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

**(a) Vacations**

Regular part-time employees shall be entitled to vacations as set out in Articles 29.01 and 29.02; on a pro rata basis as follows:

days paid (excluding overtime) x vacation entitlement x regular pay, includes leave without pay up to twenty (20) days.

**(b) Statutory Holidays**

Three (3) hours off with pay every thirty-three (33) days of employees working an average of fifteen (15) hours per week or pay in lieu thereof; or a proportionate amount depending on time worked.

**(c) Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

**(d) Increment Progression.**

Based on calendar length of service with the Employer.

**(e) Seniority**

Applicable on a proportionate basis.

**MEMORANDUM OF AGREEMENT**

**REVERA LONG TERM CARE INC.**  
**OPERATING AS ROYAL CITY MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Ratification Payment**

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The Ratification Payment shall be based on two-point-five percent (2.5%) of each employee's wages for all regular straight-time hours worked, paid vacation and paid statutory holidays in the period between January 1, 2019 and the effective date of the wage leveling (aligned to the closest pay period).

The Ratification Payment will only apply to employees employed on the date of ratification and who were employed as of the official start of "wage levelling" at Royal City Manor. Notwithstanding the above, this includes employees who have since been subject to the Single Site Order.

The Ratification Payment will be paid within four (4) pay-periods of the date of ratification and will be paid on a separate payroll run. Should wage levelling be discontinued during the life of the Collective Agreements, the Parties agree to a wage rate adjustment of 2% above the last Collective Agreement rates in the expired Collective Agreement, effective on the first day following the cancellation or expiry of the Provincial Order regarding implementation of the Provincial Wage Grid, and then an additional 2% on each anniversary date of the Collective Agreement within the remaining term of the Collective Agreement.

***AXR Operating (BC) LP by its general partner AXR Operating (BC) GP Inc., operating as Royal City Manor / Hospital Employees' Union - January 1, 2019 to June 30, 2022***

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There will be no retroactivity to wage rate adjustment to the expired collective agreement wage rates. These aforementioned wage rate adjustments will only apply within the life of the current Collective Agreement.

**AXR Operating (BC) LP by its general partner AXR Operating (BC) GP Inc., operating as Royal City Manor / Hospital Employees' Union - January 1, 2019 to June 30, 2022**

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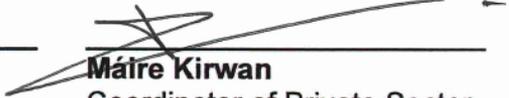
**SIGNED ON BEHALF OF  
THE EMPLOYER:**



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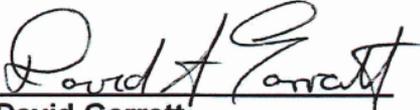
**Peter Tsoporis**  
Vice President, Labour  
and Employment

**SIGNED ON BEHALF OF  
THE UNION:**



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**Máire Kirwan**  
Coordinator of Private Sector  
Membership Servicing



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**David Garratt**  
Director, Labour and  
Employment



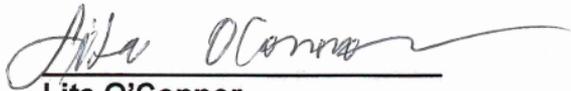
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**Sukhi Hans**  
Bargaining Committee Member



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**Mark Gibson**  
Bargaining Committee Member



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**Lita O'Connor**  
Bargaining Committee Member

**Ratified on October 27, 2021.**