

**COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION**



**AND
ROCKLAND CARE SERVICES LTD.
ST. CHARLES MANOR**

OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Note: underlined text is new language for 2019 - 2023

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees.

The parties to this agreement share a desire to maintain a harmonious relationship and recognize that the quality of services provided by St. Charles Manor is related to an effective working relationship between the parties. Accordingly, we are determined to establish, within the framework of the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.02 Respectful conduct in the workplace

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion - of people with different backgrounds, cultures, strengths and opinions;
- c) Safety - from disrespectful, discriminating, bullying and harassing behavior;
- d) Dispute Resolution Processes - differences are understood to be a fact of life and will be managed through dispute resolution processes including, but not limited to Article 1.07 of this agreement; and
- e) Support - Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.03 Bullying

Bullying is any repeated or systematic behaviour, physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

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

1.04 Inclusion

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

1.05 Support

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

1.06 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

- (c) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include but is not limited to:
- Sexual solicitation of advances inappropriate touching or sexual comments or any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority.
 - Other harassment is defined as:
 - Verbal threats and/or verbal abuse derogatory comments that ought reasonably to be known to be offensive, physical threats and or physical abuse; psychological abuse; intimidation; and gender or ethnic based jokes, insults or taunting.

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

- (d) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

1.07 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- (b) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.

- (d) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (e) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

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 St. Charles Manor employees for whom the Union has been certified as bargaining agent on the 1st day of October, A.D. 2007, with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

In furtherance of the above, the Employer shall provide an on-site, area with keys for the sole use of the Union.

2.02 Union Shop

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

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

shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

Article 7.06 - Grievance Procedure

Article 7.07 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

The Union shall advise the Employer, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer by the Union. Upon receipt such notice the changed amount shall be the amount deducted.

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

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

The Employer agrees to sign into the Union all new employees

whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

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

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

2.04 Induction

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

2.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of a minimum two (2) Shop Stewards, and two (2) alternate Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or

Union Committee member shall unduly interfere with the employer's operations, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.

- (5) When a Shop Steward or Union Committee member is the only employee on duty and where their absence would unduly interfere with the Employer's operations, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

2.06 Badges and Insignia

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

2.07 Bulletin Boards

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

2.08 Notice of Union Representative Visits

The Union shall inform the Employer in advance when the Secretary-Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without advising the Manager or designate.

2.09 Meeting Facilities

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided sufficient notice is given to the Employer and space is available on the date requested.

ARTICLE 3 - DEFINITIONS

3.01 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:

Bereavement Leave
Special Leave
Medical Plan
Dental Plan
Extended Health Care Plan
Employment Standards Act Leaves

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - LEGAL PICKET LINE

5.01 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.

The parties agree there will be no strikes or lockouts during the term of this agreement.

ARTICLE 6 - DISCUSSION OF DIFFERENCES

6.01 Union Committee

The Union shall appoint and maintain a committee comprising of

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

6.02 Union/Management Meetings

The Union and Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

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

1. reviewing matters, other than grievances, related to the maintenance of good relations between the parties;
2. correcting conditions causing misunderstandings;
3. dealing with matters referred to in this Agreement;

6.03 The Labour Management Committee shall consist of:

Minimum of two (2) representatives each, but always equal representation from the Union and Employer.

The Employer shall take and distribute minutes of the meetings. A proposed written agenda shall be distributed to Committee members, if at all possible, one (1) week in advance, but at least forty-eight (48) hours before the meeting.

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

6.04 The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held

at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

6.05 Employees who are members of the Labour/Management Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to article 2.05.

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 patient/resident care is not affected.

7.02 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 a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be

rendered null and void.

No meeting shall take place under this article without reasonable advance notice being given to the member.

7.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, unjustified letters of reprimand, and adverse reports or inaccurate performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the 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 is no further infraction. The record of disciplinary action as a result of abuse or resident mistreatment or breaches in professional standards will be removed from the employee file after 36 months from the date it was issued provided there are no other disciplinary infractions. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

7.04 Evaluation Reports

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

and any such changes shall be subject to the grievance procedure.

7.05 Personnel File

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file in the office it is normally kept and if requested, be provided with one (1) copy of any document(s) in the file. The request can be, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference. The employee or designate, shall give the Employer up to seven (7) days' notice prior to having access to such file.

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

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

7.06 Grievance Procedure

Grievances:

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitrable, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances of a general nature may be initiated in step two of this

grievance procedure.

Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee(s) option), shall first discuss the grievance with the General Manager or their designate within seven (7) calendar days after the date on which they became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

Step Two (2)

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

Step Three (3)

The Shop Steward, Secretary-Business Manager or their designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

7.07 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal

or suspension to initiate a grievance at Step Three of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause.

7.08 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 8, it is found that an employee was laid off in violation of this Agreement, or 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.

7.09 Time Limits

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party.

7.10 Industry Troubleshooter

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, such difference may be referred to Industry Trouble Shooters: Chris Sullivan, Irene Holden, Kate Young, Mark Atkinson or a substitute agreed to by the parties, shall:

- (a) investigate the difference
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

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

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

The parties shall jointly bear the cost of the Troubleshooter.

7.11 Expedited Arbitrations

- (1) Grievances for expedited arbitration shall be scheduled to be heard on a date and at a location mutually agreed by the parties.
- (2) As the process is intended to be non-legal, lawyers will not be used to represent either party. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (4) 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.
- (5) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (6) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Irene Holden, Kate Young, Mark Atkinson or a substitute agreed to by the parties.
- (7) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (8) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

1. Chris Sullivan
2. Irene Holden
3. Kate Young
4. Mark Atkinson
5. Ken Saunders

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

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above. The parties may choose any Arbitrator on the list out of sequence by mutual agreement.

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

8.02 Authority of Arbitration Board

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

circumstances as they deem equitable in consideration of all the circumstances.

8.03 Employee Called as a Witness

An employee called as a witness for the Employer will be paid for that time by the Employer; and Employee called as a Union witness is to be compensated by the Union.

8.04 Expenses of Arbitration Board

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

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

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

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

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employees

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

9.02 Regular Part-Time Employees

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

9.03 Casual Employees

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

9.04 Restriction of Employee Status

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

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first four-hundred-and-fifty (450) hours, 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-hundred-and-fifty (150) hours, provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

ARTICLE 11 - JOB POSTING

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

If the vacancy or new job has a duration of sixty (60) days or more, the vacancy or new job including the wage rate, a summary of the job description, the required qualifications, the hours of work including 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 to such information.

11.02 Temporary Vacancies less than 60 Days

Notwithstanding clause 11.01, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:

- (i) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;
- (ii) by casual employees;
- (iii) if the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;

11.03 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

11.04 Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting

and consideration of Union personnel pursuant to Article 11.01 above.

11.05 The employer shall, within three (3) calendar days, of the successful applicant being notified, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

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

11.07 One (1) copy of all postings shall be sent to the Secretary Business Manager of the Union within the aforementioned seven (7) calendar days.

ARTICLE 12 - SENIORITY

12.01 Promotion, Transfer, Demotion

In the promotion, transfer or voluntary demotion of employees, efficiency (including initiative), and required qualifications shall be the determining factors. However, where two (2) or more employees have indicated their interest in the same promotion or transfer, then the employee with the most seniority shall be given the promotion or transfer, provided they have the ability to perform the job.

12.02 Qualifying Period

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

In no instance during the qualifying period shall such an employee

lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to 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 rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued benefits.

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

12.03 Temporary Promotion or Transfer

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

12.04 Seniority Hours

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

12.05 The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority hours. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular

day-time hours.

12.06 Seniority status, once acquired will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for cause;
- c) Layoff in excess of twelve (12) months;

ARTICLE 13 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or their designate, and the Shop Steward, 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:
 - (i) the procedure whereby the job shall have been established has been followed;
 - (ii) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (iii) the job is properly remunerated in relation to the existing wage schedule; and,
 - (iv) any qualifications established for the job are relevant and reasonable.

ARTICLE 14 - NEW AND CHANGED POSITIONS

14.01 Notice of New Positions

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written 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 as agreed to.

14.02 Notice of Changed Positions

In the event the Employer revises a job description or adopts new methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be affected and a copy of the new or revised job description with respect to changes in job content, and/or required qualifications, along with any change in the job classifications 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 as agreed to.

14.03 The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

ARTICLE 15 - SHIFT AND WEEKEND PREMIUMS

15.01

Night shift premium:	\$1.50/hr (all employees)
Evening shift premium:	<u>\$0.55</u> /hr (all employees)
Weekend shift premium:	<u>\$0.70</u> /hr (all employees)

Evening shift is any shift in which the major portion is between 4:00 pm and 12 midnight.

Night shift is any shift in which the major portion occurs between 12:00 midnight and 8:00 AM.

The weekend premium is paid for each hour worked between 12:00 midnight Friday and 12:00 midnight Sunday.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 As per Section 54 of the *Labour Relations Code*, where the Employer intends to introduce technological change which affects the job security of employees, the employer shall give no less than sixty (60) calendar days' notice in writing to the Union.

16.02 The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

16.03 If the employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this agreement.

16.04 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 17.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off. A reduction of an employee's scheduled hours of work per week shall be considered a layoff.

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

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

17.03 Bumping

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

- (a) Employees shall be laid off in reverse order of seniority.
- (b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the job of the less senior employee. The Employer shall supply to the Employee and the Union designate a list of all employees that may be bumped by the Employee. Bumping rights must be exercised within ten (10) days of notification of lay off by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.

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

- (c) A laid off employee may choose to transfer to casual status and be placed, with their accumulated seniority, on an appropriate casual classification registry/casual list.
- (d) Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

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

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

capability of performing the duties of the vacant job, on the basis of seniority. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 17.03(c) of this Agreement.

17.06 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.

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

ARTICLE 18 - SCHEDULING PROVISIONS

18.01

- (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 and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (b) There shall be a minimum of twelve (12) consecutive hours

- off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
 - (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
 - (e) Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
 - (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The work week shall provide for continuous operation seven (7) days a week, 24 hours a day.

19.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 37.5 hours per week, 7.5 hours per day, or an equivalent

mutually agreed by the parties. The regular hours annually shall not exceed 1,950 hours unless the schedule provides for this variance from time to time.

- (b) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.
- (c) Regular employees shall receive no less than two (2) consecutive rest days off each week excluding statutory holidays, otherwise overtime rates shall be paid in accordance with Article 20.
- (d) Casual employees shall be able to work up to full-time hours (1,950 hours) in a calendar year at straight-time wages.

19.03 Rest and Meal Periods

(a) Rest Periods

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

(b) Meal Periods

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

ARTICLE 20 - OVERTIME

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

- (1) the rate of time and one-half of their basic hourly rate of pay for the first three (3) hours of overtime and double-time thereafter;
- (2) the rate of double-time of their basic hourly rate of pay for

all hours worked on a scheduled day off.

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

20.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employee shall be paid overtime at the rate of time and one half the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours in that day.

20.04 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or meal ticket. One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 20.06 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

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

20.06 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the

normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

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

20.08 An employee required to work overtime adjoining their regular shift, shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 21 - CALL-BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work an allowance of fifty-four cents (\$0.54) per kilometre from the employee's home to the Employer's place of business and return.

ARTICLE 22 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 21.01, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of

business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

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

ARTICLE 24 - TRANSPORTATION ALLOWANCE

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 of fifty-four cents (\$0.54) per kilometre.

The minimum allowance an employee shall receive is ten dollars (\$10) per trip.

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Statutory Holidays

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

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day

25.02 Full-time employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x).

Part-time casual employees shall be paid four-point-eight percent (4.8%) of straight-time pay on each cheque in lieu of the twelve (12) statutory holidays. Overtime rates shall be paid for all hours worked in excess of 1,950 hours in a calendar year.

An employee who works on Christmas Day shall be paid at the rate of double (2) time their rate.

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

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

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

25.06 All employees scheduled to work on any of the statutory holidays as listed in Article 25 shall not have their normal hours of work reduced.

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

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

ARTICLE 26 - VACATIONS

26.01 Vacation Entitlement

(a) All regular employees shall be credited for and granted vacation earned up to December 31st each year, on the following basis:

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

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

- **After one (1) year of service:**
10 working days' vacation (regular employees shall be entitled to a vacation period of 10 work days, equivalent to 4% of previous calendar years hours, excluding overtime, up to a maximum of 75 hours).
- **After three (3) years of service:**
17 work days' vacation (regular employees shall be entitled to a vacation period of 17 work days, equivalent to 6.8% of previous calendar years hours, excluding overtime, up to a maximum of 127.5 hours).
- **After seven (7) years of service:**
21 work days' vacation (regular employees shall be entitled to a vacation period of 21 work days, equivalent to 8.4% of previous calendar years hours, excluding overtime, up to a maximum of 157.5 hours).
- **After thirteen (13) years of service:**
26 work days vacation (regular employees shall be entitled to a vacation period of 26 work days, equivalent to 10.4% of previous calendar years hours, excluding overtime, up to a maximum of 195 hours).
- **After fifteen (15) years of service:**
27 work days vacation (regular employees shall be entitled

to a vacation period of 27 work days, equivalent to 10.8% of previous calendar years hours, excluding overtime, up to a maximum of 202.5 hours).

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

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

- (b) Employees employed on a regular part-time basis shall be entitled to annual vacation on a pro-rata basis.

Example: A full-time employee (1,950 hours/year) employed for 5 years is entitled to 17 vacation days (127.5 hours) or 6.8% of hours. A part-time employee working 0.5 FTE is entitled to 17 vacation days (63.75 hours) or 6.8% of hours.

26.02 Vacation Scheduling

- (a) Employees shall indicate their vacation preference to the Employer by February 15 of each year. The Employer shall provide written responses to those employee requests by April 2 of the same year.
- (b) In cases where employee vacation requests are submitted after February 15, the Employer shall provide a written response within thirty (30) days, but not earlier than April 15 (even if greater than 30 days).

26.03 Splitting of Vacation Periods

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

26.04 Vacation Pay

Vacation pay shall be paid in accordance with Article 39.

26.05 Vacation Carry Over

- (a) Vacation entitlement is non-cumulative, except as provided for in (b) below. Employees who fail to schedule their vacation by September 30th of the year that it is to be taken may have their remaining vacation scheduled by the Employer. Any unused vacation entitlement portion for the said year will be paid out by February 15 of the following year.
- (b) Regular full-time employees shall be permitted to carry a maximum of 37.5 hours from one year to the next, provided the employee has taken at least 75 hours of vacation in the year. Regular part-time employees shall have their carry-over pro-rated.

26.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 26.01.

26.07 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, and subject to the possible Employers request for a Doctor's note, such employee shall be granted sick leave and the vacation period so displaced shall be rescheduled by mutual agreement.

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

ARTICLE 27 - BEREAVEMENT LEAVE

(a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse*, child, step-child, brother, sister, step-brother, step-sister, brother in-law, sister in-law, father-in-law, mother-in-law, son in-law, daughter in-law, grandparent, grandchild, legal guardian, ward and any person permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral. Bereavement leave may be extended by up to two (2) additional days if necessitated by reason of travel associated with bereavement leave.

* Spouse shall include common-law and/or same sex relationships.

- (b) Bereavement leave shall be provided to an employee who has experienced a loss of pregnancy after twenty (20) weeks.
- (c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent leave credits used shall be restored.
- (d) Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.
- (e) Employees may set aside one (1) day of the above bereavement leave entitlement for the purpose of funerals, wakes, and celebrations of life.

ARTICLE 28 - FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care or;
- (b) the care or health of any other member of the employee's immediate family.

ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

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

29.02

Sick leave with pay shall be earned on the following basis:

Effective April 1, 2022, regular employees' shall be entitled to seven (7) days of paid sick leave per year, accrued at a rate of 0.58 days per month. Sick leave credits shall be cumulative year to year, to a maximum sick leave bank of one-hundred-and-twenty (120) hours.

Regular employees shall have their sick leave balances as at March 31, 2022 maintained for future use.

29.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. The exception to the above is that up to one (1) days per year may be used for a serious household emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

29.04 WCB leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

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

Sick leave deductions shall be according to actual time off.

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

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

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

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

29.08 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing.

ARTICLE 30 - JURY DUTY

30.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits for up to five (5) days of scheduled shifts in any one calendar year. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, provided this do not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court.

ARTICLE 31 - LEAVE – UNPAID

31.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the General Manager or their Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. 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.

31.02 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, but no less than sixty (60) days. The Employer shall provide written notice of the granting or non-granting of the requested LOA within thirty (30) days of receipt of request.

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.

31.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

31.04 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend Union education, seminars, etc...;
 - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - (4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to

obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

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

ARTICLE 32 - MATERNITY LEAVE

All leave provisions of Article 32 Maternity Leave shall be in accordance with the *BC Employment Standards Act*.

32.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the

- maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
 - (c) Employees shall make every effort to give at least fourteen (14) days' 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 their 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 confinement.
 - (f) Upon return to work, the employee shall continue in their former position without loss of any entitlements.

32.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) above must be made

at least four (4) weeks prior to the proposed leave commencement date.

- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 32.01 or following the adoption;
 - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

32.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's benefit coverage during maternity and parental leave provided the employee maintains their share of the cost of the plan.

ARTICLE 33 - ADOPTION LEAVE

All leave provisions of Article 33 Adoption Leave shall be in accordance with the *BC Employment Standards Act*.

33.01 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. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 34 - UNION ADVISED OF CHANGES

The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer which affects the terms of this Agreement.

ARTICLE 35 - PERSONAL AND EMPLOYER PROPERTY

35.01 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.

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

ARTICLE 36 - VACCINATION AND INOCULATION

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

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

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

37.01 Occupational Health and Safety Committee

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to

the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.

- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WorkSafe BC Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.
- (d) The Occupational Health and Safety Committee may use the resources of WorkSafe BC 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/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and

procedures for these purposes, which it may have in its possession.

- (f) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

37.02 Training and Orientation

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

37.03 Right to refuse Unsafe Work

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

37.04 Protective Clothing and Equipment

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WorkSafe BC Industrial Health and Safety Regulations.
- (b) All such clothing, tools, and equipment shall comply with applicable WorkSafe BC regulations concerning same.

37.05

(a) Benefits While on Compensation

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

Upon return to work, casual employees will be credited with

seniority hours based on their relative position on the casual list before receiving WorkSafe BC Benefits.

- (b) **Employee to Contact Employer**
Employees who are absent from work due to WorkSafe BC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.
- (c) **Return to Work Following Illness or Injury**
Prior to returning to work, employees who have been absent from work and in receipt of WorkSafe BC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 38 - HEALTH CARE PLANS

38.01 Health and welfare benefits currently in effect shall not be altered during the term of this Collective Agreement unless by mutual agreement.

38.02 Benefit Summary

The Employer shall provide each employee with booklets containing benefit plan details.

- (a) **Employee Life Insurance – benefit amount - \$25,000**
Termination age – the benefit reduces by 25% at age 65 and terminates at age 75 or retirement whichever is earlier.
- (b) **Accidental Death and Dismemberment – benefit amount - \$25,000**
Termination age – the benefit reduces by 25% at age 65 and terminates at age 70 or retirement whichever is earlier.

(c) Extended Health Care

Overall Benefit Maximum – unlimited.

Deductible – nil.

Benefit Percentage (Co-insurance):

100% for hospital care, medical services and supplies, professional services, vision.

Note:

- Out of Canada Emergency Medical Treatment is 100%.
- Referral outside Canada for medical treatment available in Canada is 50%.
- Benefit percentage for ManuAssist is 100%.
- Benefit percentage for drugs is shown below under:
Dynamic Therapeutic Formulary Drugs.

Termination Age – employees age 75 or retirement whichever is earlier.

(d) Dynamic Therapeutic Formulary Drugs

80% and 50% for Direct Drug – Plan 3.

Generic forms to be used where available.

Please see the Manulife Benefits Package for complete information on maximums and payment of drug claims.

(e) Vision Care

Eye exams, \$50 per calendar year.

Effective January 1, 2018: Vision care (eyewear) - \$150 every 24 months.

(f) Professional Services

- Chiropractor - \$500 per calendar year.
- Osteopath - \$500 per calendar year.
- Podiatrist/Chiropodist - \$500 per calendar year.
- Massage Therapist - \$10 per visit to a maximum of \$100 per calendar year.
- Naturopath - \$500 per calendar year.

- Speech Therapist - \$500 per calendar year.
- Physiotherapist - \$500 per calendar year.
- Psychologist - \$500 per calendar year.
- Christian Science Practitioner - \$500 per calendar year.
- Acupuncturist - \$500 per calendar year.

(g) Dental Care

Deductible - \$25 individual, \$50 family per calendar year.

Benefit Percentage (Co-Insurance):

80% for Level I – Basic Services.

80% for Level II – Supplementary Basic Service.

Benefit Maximums:

\$1,500 per calendar year combined for Level I and II.

Termination Age – employee age 75 or retirement whichever is earlier.

Dental checkups will be every nine (9) months.

(h) Long Term Disability

- Benefit Amount – 66.7% or your monthly earnings to a maximum of \$4,000.
- Qualifying Period – 120 days.
- Maximum Benefit Period – 2 years but not beyond age 65.
- Termination Age – age 65 less the Qualifying Period or retirement whichever is earlier.

38.03 Premiums

The Employer shall pay 100% of the premiums for the following benefits:

- Extended Health
- Hearing and Vision Care
- Dental Care
- Life Insurance
- Accidental Death and Dismemberment

- Long Term Disability

38.04 Eligibility

These benefits shall be provided to all employees who are regularly scheduled to work an average of 20 hours per week or more. Such employees shall be eligible for these benefits upon the completion of a waiting period of 3 calendar months. Dependents of employees shall also be enrolled in these benefits at no additional cost to the employees.

The Employer shall provide each employee with booklets containing benefit plan details.

38.05 Registered Retirement Savings Plan

Employees eligible to receive benefits and enrolled in benefits as single status shall receive \$50 per month from the Employer towards a Group RRSP provided the employee contributes a minimum of 1% of gross income to the RRSP. Employees who are not enrolled in benefits as single status may contribute to the Group RRSP, but are not entitled to the Employer's contribution.

ARTICLE 39 - PAY DAYS

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

- (a) The statements given to employees with their direct deposits shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the direct deposit shall be given prior to the established pay day.

ARTICLE 40 - UNIFORMS

The Employer shall supply and maintain (launder and repair)

uniforms for employees who are required to wear same. Employees must return to The Employer uniforms and other Employer property in their possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles which are not returned.

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform then a clothing/maintenance allowance of ten dollars (\$10) per pay period shall be paid.

ARTICLE 41 - CONTRACTING OUT

41.01 No Layoff of Employees

Management agrees not to contract out any work that results in layoffs of members in the bargaining unit. Management reserves the right to use contract employees, or management staff from time to time when short staffed or on a temporary basis. Preference will be given to current employees.

ARTICLE 42 - PRINTING OF THE AGREEMENT

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

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

ARTICLE 43 - EFFECTIVE AND TERMINATING DATES

43.01 Effective and Terminating Dates

- (i) The Agreement shall be effective October 1, 2019 and shall remain in force and be binding upon the parties until September 30, 2023 and thereafter until a new Collective

Agreement has been reached.

- (ii) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new Collective Agreement comes into effect.

43.02 Effective Date of Wages and Benefits

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

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

ARTICLE 44 - SAVINGS CLAUSE

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

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

ARTICLE 45 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

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

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

45.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.

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

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

45.05 Upon request from the Employer, a casual employee will provide the Employer with their availability to work in writing.

45.06 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

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

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

Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the casual seniority lists.

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

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

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

45.10 The parties agree that all terms of the collective agreement will apply to casual employees except where modified by specific provisions.

45.11 Casual employees shall receive 11.6% of their straight-time pay in lieu of scheduled vacations and statutory holidays.

ARTICLE 46 - JOB ABANDONMENT

An employee who fails to report for work and does not notify their supervisor within one (1) work day unless such notice was not reasonably possible, and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

WAGE SCHEDULES

Classification		Current
Housekeeping, Dietary, Laundry	Start	\$16.14
	After 1,950 hours	\$16.38
	After 3,900 hours	\$16.62
Cooks Assistant	Start	\$16.45
	After 1,950 hours	\$16.69
	After 3,900 hours	\$16.93
Cook	Start	\$18.58
	After 1,950 hours	\$19.30
	After 3,900 hours	\$19.77
Cook Supervisor	Start	\$21.35
	After 1,950 hours	\$21.68
	After 3,900 hours	\$22.00
RCA / Activity Worker	Start	\$22.00
	After 1,950 hours	\$22.00
	After 3,900 hours	\$22.11
LPN	Start	\$30.00
	After 1,950 hours	\$30.00
	After 3,900 hours	\$30.00

Signing Bonus:

1. A signing bonus shall be paid to eligible employees. Employees whose status was full-time between October 1,

Hospital Employees' Union / Rockland Care Services Ltd. (St. Charles Manor) – October 1, 2019 to September 30, 2023

2019 and March 15, 2020 shall receive \$150, part-time and casual employees' payment shall be prorated based on hours worked between October 1, 2019 and March 15, 2020.

2. To be eligible, employees must be an employee on the date of ratification.

MEMORANDUM OF AGREEMENT #1

BETWEEN

ROCKLAND CARE SERVICES LTD.
ST. CHARLES MANOR

AND

HOSPITAL EMPLOYEES' UNION

The Parties acknowledge they have not entered into wage rate discussions.

The Parties agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the Parties shall meet to discuss wage rates.

No other Article of the Collective Agreement shall be subject to the wage rate discussions, unless mutually agreed to by the Parties.

**SIGNED ON BEHALF OF
THE UNION:**



Janine Brooker
Negotiator

June 16, 2022

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Kris Coventry
Chief Operating Officer
Trillium Communities

Dated

**SIGNED ON BEHALF OF
THE UNION:**



Maire Kirwan
Coordinator of Private Sector
Membership Servicing



Janine Brooker
Negotiator



Geoff Stewart
HEU Bargaining Committee

Kathy Bouchard
HEU Bargaining Committee

Date: June 16, 2022

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Kris Coventry
Chief Operating Officer
Trillium Communities



Peter Kafka
Negotiator

Date: _____