

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTCANA SERVICES INC.**  
**EVERGREEN BAPTIST HOME**



**AND**

**HOSPITAL EMPLOYEES' UNION**



**January 1, 2022 – December 31, 2024**

Note: underlined text is new language for 2022-2024

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement. The parties agree to foster and promote an environment free from harassment.

### **1.02 Human Rights Code**

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

### **1.03 No Discrimination for Union Activity**

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 Personal and Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary representing an employee engaging in sexual harassment in the workplace.

(b) **Personal harassment is:**

- 1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia or for sexual orientation. Harassment includes discrimination based on: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.
- 2) deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

(c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- 1) sexual solicitation or advance or inappropriate touching or sexual assault;
- 2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

**(d) Procedure for Filing Complaints**

- The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- 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.
- If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- 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.
- Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

**1.05 Respectful Conduct in the Workplace**

The parties are committed to promoting a work environment in



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

The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and managers regarding expectations and consequences of inappropriate behaviour, aggression and violence.

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.04(d) of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

## **1.06 Workplace Bullying**

Bullying for the purpose of this Article is any repeated or systemic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person

as intending to belittle, intimidate, coerce or isolate another person.

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

### **1.07 Inclusion**

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviors 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.

### **1.08 Support**

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

**1.09** Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's policies or Employer's right and ability to manage and or discipline its employees.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.01 Sole Bargaining Agency**

During the life of this Agreement, 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 and terms and conditions of employment.

## **2.02 Union Shop**

- (a) All employees 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.
- (b) 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 provision shall not be applicable to the employee:

Article 7 - Grievance Procedure

## **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 Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. This list shall be provided in an electronic format, such as Microsoft Excel, to [memberupdates@heu.org](mailto:memberupdates@heu.org).
- The Employer agrees to sign into the Union all new employees who jobs are covered by the Certificate of Bargaining Authority.
- The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year.
- The receipts shall be mailed or delivered to employees prior to March 1<sup>st</sup> of the year following each taxation year.
- Twice every calendar year the Employer shall provide the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Implementation shall be six months following the signing of the Collective Agreement. This list shall be provided in an electronic format, such as Microsoft Excel, to [memberupdates@heu.org](mailto:memberupdates@heu.org).

## **2.04 New Employee Orientation**

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours

without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of their employment.

## **2.05 Shop Stewards**

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

- (1) The Union and the Employer will agree to the number of Shop Stewards at each worksite with consideration given to the number of employees and geographical location. Where agreement cannot be reached, Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards per worksite for up to twenty-five (25) employees covered by this Agreement, with a maximum number of six (6) Shop Stewards per worksite.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee Member shall obtain the permission of their immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

## **2.06 Badges and Insignia**

Employees are permitted to wear pins with the HEU logo or Shop Steward badges.

## **2.07 Bulletin Boards**

The Employer shall provide space for one bulletin board for the posting of legitimate Union materials as approved for posting by the Steward or their alternate.

## **2.08 Notice of Union Representative Visits**

The Union shall inform the Employer at least 24 hours 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.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (i) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (ii) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (iii) To direct the employees, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (iv) The selection of Excluded Management personnel shall be entirely a matter for the Employer's discretion.

- (v) To make and to alter from time to time rules and regulations to be observed by all employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

**3.02** It is expressly understood that all management rights not specifically altered, limited, or eliminated by this Agreement shall remain the rights of the Employer.

**3.03** This Article will not be used in a discriminatory manner against any person, employee or group of employees (including trade unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any express terms or provisions of this Agreement.

**3.04 Managers Excluded from Bargaining Unit Work**

Management shall not perform work of the bargaining unit, except for the purposes of training, quality control purposes, occasional rest periods and meal breaks, or in cases of emergency when employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

However, it is also understood that the Unit Manager is a Working Manager and that not more than one (1) Manager may be at a location.

**ARTICLE 4 - STRIKES, LOCKOUTS, LEGAL PICKET LINES**

**4.01 No Strikes or Lockouts**

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the Employer lock-out bargaining unit employees.

#### **4.02 Legal Picket Line**

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code* of B.C. shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this Article shall be considered to be absent without pay.

#### **4.03 Force Majeure/Act of God**

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

### **ARTICLE 5 - EMPLOYER-UNION RELATIONS**

#### **5.01 Labour-Management Committee**

A Labour-Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. The Union shall appoint one (1) alternate representative. On the written request of any of its member(s), the Labour Management Committee shall meet at least once every three (3) months during the term of this Agreement, to discuss issues, including workload relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

To assist with the discussion of any outstanding grievances and to comply with the intent of the Grievance Procedure and meet the timelines as outlined in Article 7, a grievance meeting may be scheduled on the same day as the Labour-Management Committee meeting. Employees shall receive their basic rate of



pay for time spent in attendance at the grievance meeting.

## **5.02 Employee Attendance at Staff Meetings**

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be paid in accordance with the provisions of the Collective Agreement.

## **ARTICLE 6 – JOB DESCRIPTIONS**

- Within thirty (30) days of ratification, the Employer shall draw up job descriptions for classifications listed in Appendix A. The Employer shall forward these descriptions to the Union and shall discuss these descriptions with the Union, at its request, provided such discussion does not unreasonably delay the finalization of the job descriptions. The final content of these job descriptions is the exclusive jurisdiction of the Employer and shall not be subject to the grievance procedure. Job descriptions shall contain the job title, qualifications and wage level, a summary statement of duties, and date prepared.
- When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the new/changed 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 thirty (30) calendar days.
- Where the Union objects, it shall provide specific details of its objections which shall be 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 on the basis of internal relativity; and (d) any qualifications established for the job are relevant and reasonable.
- 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.
  - If an employee considers there has been a significant change to their job, to the extent that it changes their job classification, the employee may initiate a grievance. If the issue is not resolved it may be referred to expedited arbitration.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Grievance Investigations**

A shop steward or Union committee member shall obtain the permission of their immediate supervisor prior to leaving their work duties to undertake their Union responsibilities. Such permission will not unreasonably be withheld where operational requirements permit. Paid leave will be granted for:

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) attending meetings called by management;
- (c) investigation of employee complaints of an urgent nature.

The shop steward or Union committee member agrees to notify their supervisor on resuming their normal duties.

### **7.02 Grievance Procedure**

For the purposes of this Agreement, a grievance is defined as:

- (a) a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

### **7.03 Right to Have Steward Present**

The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the employee may contact a shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

**7.04** With the exception of suspension of employment, notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not exceeding eighteen (18) months from the date it was issued, provided there has not been further infraction.

**7.05** Notices pertaining to suspension of employment will be maintained on an employee's personnel file for a period not exceeding twenty-four (24) months from the date it was issued, provided there has not been further infraction.

**7.06** All grievances except grievances detailed in Section 3 below shall proceed as follows:

### **Step 1**

The employee shall take the difference to their Manager or designate with or without their shop steward or Union representative (at the employee's option) within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. The respective parties will attempt to resolve the grievance at Step 1.

### **Step 2**

Failing settlement at Step 1, the employee or their Representative shall within twenty-one (21) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and meet with the applicable the Employer manager or designate and endeavor to settle the matter. The Employer Manager shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.

### **Step 3**

Failing settlement at Step 2, the Union representative shall, within fourteen (14) calendar days of the Employer's response in Step 2, meet with the applicable District Manager/Director or Employer designate to discuss the grievance.

If the grievance is not settled at this step, either party may refer the grievance to arbitration under either Article 7.07 or 7.08 within sixty (60) days of the event giving rise to the grievance.

The referring party will notify the other party of the selection of the arbitrator prior to assigning the grievance in writing to the arbitrator.

In the event of an Employer grievance, it shall proceed directly to Step 3.

## **7.07 Arbitration**

- (i) The following lists constitute the Arbitrators agreed to by the parties:
- (1) Koml Kandola
  - (2) Chris Sullivan
  - (3) Judi Korbin
  - (4) Mark Brown
  - (5) Julie Nichols
  - (6) Elaine Doyle
- (ii) The order in which arbitrators are contacted shall be as follows:
- a) the first name on the list; and thereafter
  - b) alphabetically commencing with the next name following the last Arbitrator chosen.
  - c) the referring party will notify the other party of the selection of the Arbitrator prior to assigning the grievance in writing to the Arbitrator.
- (iii) a) The Arbitrator chosen shall be the first Arbitrator contacted who is able to meet and hear the grievance within sixty (60) days of the date of appointment.
- b) The Arbitrator chosen for an expedited arbitration process shall be the first Arbitrator contacted who is able to meet and hear the grievance within thirty (30) days of the date of appointment.
- (iv) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions of this Agreement in any way.
- (v) The Arbitrator will base a decision on evidence submitted by the Union and by the Employer's representative, or their appointees.

- (vi) The Arbitrator's decision shall be final and binding on both parties.
- (vii) The Parties will bear an equal proportion of the fees and expenses of the arbitration.

### **7.08 Expedited Arbitration**

1. Either party may refer an unresolved grievance to an expedited arbitration process within the time limits allowed at Step 3 of the grievance procedure. Arbitrators shall be chosen from the list of Arbitrators at Article 7.07 and must be able to comply with the terms of this Article.
2. Dates and locations for expedited arbitration hearings shall be by mutual agreement in a location central to the geographic area in which the dispute arose.
3. All presentations are to be brief and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
4. Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
5. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
6. The decision of the Arbitrator is to be completed and delivered to the parties within three (3) working days of the hearing.
7. Any decision of an Arbitrator is to be limited in application to that particular dispute and is without prejudice. Expedited arbitration decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
8. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
9. The parties shall equally share the costs of the fees and expenses of the Arbitrator.
10. The Expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the provisions of Article 7.07.

11. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

### **7.09 Dismissal, Suspension or Layoff**

The following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay-off:

- (i) Within seven (7) calendar days of the suspension or discharge or lay-off, the Union shall notify the Employer in writing of its grievance of same.
- (ii) Within fourteen (14) calendar days of the Employer's receipt of the Union's written grievance, officers of the Employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
- (iii) A failure to resolve the grievance shall result in the immediate submission of the grievance to arbitration before one of the mutually agreeable arbitrators.

### **7.10 Time Limits**

The time limits may be altered by mutual consent of the parties. The consent must be given in writing and will not be unreasonably withheld.

In circumstances whereby the party who originated the grievance does not follow the grievance procedure within the prescribed time limits and an extension has not been granted, the grievance will be deemed to have been abandoned without further recourse, except where extenuating circumstances exist. However, the party shall not be deemed to have prejudiced its position on any future grievance.

### **7.11 Abandonment**

If a grievance is not initiated or advanced to the next stage within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of the parties.

## **ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS**

**8.01** The status of all employees covered by this Agreement shall be defined under one of the following three definitions.

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

A regular full-time employee is one who is regularly scheduled to work at least thirty-seven-point-five (37.5) hours per week. Regular full-time employees accumulate seniority based on the number of hours worked.

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

A regular part-time employee is one who is regularly scheduled to work less than thirty-seven-point-five (37.5) hours per week. Regular part-time employees accumulate seniority on the numbers of hours worked. Time worked as a casual will be added to their status as a part-time employee.

### **Casual Employees**

A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the Collective Agreement in the regular schedule as required by the Company or to perform emergency or non-reoccurring or irregular short term relief work as required by the Company. Casual employees accumulate seniority on an hourly basis.

### **Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined in one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

## **ARTICLE 9 – PROBATIONARY PERIOD**

**9.01** For the first four-hundred-and-fifty hours (450) hours of continuous service with the Employer, an employee shall be a



probationary employee. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

## **9.02 Rejection during Probation**

A rejection during probation shall not be considered a dismissal for the purpose of Article 7.07. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance, including interpersonal relations, or misconduct.

# **ARTICLE 10 - EVALUATION REPORTS, PERSONNEL FILE**

## **10.01 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 signature to agree or disagree with the evaluation. The employee shall sign the evaluation within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed in agreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

## **10.02 Personnel File**

Upon one (1) weeks' notice, 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 read, review the employee's personnel file, provided no documents are removed from the file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept. An employee may request a copy of a document in the employee's personnel file subject to

applicable Provincial privacy legislation and the Employer's administrative process.

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 11 - SENIORITY**

**11.01** Seniority is defined as the employee's hours of work since the employee's most recent date of hire, and shall accumulate based on straight-time hours.

**11.02** Straight-time hours for the purposes of this Article shall also include:

a) paid holidays;

b) paid vacation;

c) leave while in receipt of wage-loss benefits under the *Worker's Compensation Act*;

d) paid sick leave; and

e) any approved leaves under Article 23-28.

**11.03** Seniority can only be accumulated to a maximum for 1950 hours per year.

### **11.04 Definition**

Seniority means the total of straight-time hours paid during an employee's continuous, unbroken service with the Employer from date of hire into the bargaining unit.

**11.05** It is agreed that upon request of the Union, the Seniority list will be supplied by the Employer setting out the names of the employees and accumulated unit hours worked for the purposes of Seniority. The Employer agrees to post seniority lists for bargaining unit employees every six (6) months. Employees who wish to question their seniority must do so within thirty (30) days

of such posting. If no challenge is made within thirty (30) days, the employees seniority shall be deemed correct. This list shall be provided in an electronic format, such as Microsoft Excel, to [memberupdates@heu.org](mailto:memberupdates@heu.org).

### **11.06 Loss of Seniority**

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- (i) voluntarily leaves the employment of the Employer;
- (ii) is discharged by the Employer for cause;
- (iii) is laid off and is not recalled to employment within the recall period;
- (iv) fails to return to work upon expiration of an authorized leave of absence without providing the Employer with a bona fide reason which prevented the employee from returning to work;
- (v) fails to reply to a recall notice within four (4) calendar days of the recall notice;
- (vi) is absent without leave and without a bona fide reason which prevented the employee from attending at work;
- (vii) accepts a severance package;
- (viii) utilizes sick leave for an improper purpose unrelated to illness or injury.

## **ARTICLE 12 - JOB POSTINGS AND APPLICATIONS**

### **12.01 Job Postings and Applications**

- (a) When the Employer intends to permanently fill a new regular job or a regular vacancy in the bargaining unit, it shall post a notice at the facility for a minimum of seven (7) calendar days, before being filled. Information in the posting shall include the rate of pay, a summary of the duties involved, the required qualifications, experience, ability, and the commencement date. The posting shall also include the start and quit times, work area and normal days off for information purposes only.

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The Employer retains the right to direct the workforce consistent with the Employer's operational requirements.

All new jobs and vacancies that involve a regularly scheduled shift and are not relief jobs shall be posted under this provision.

New jobs and vacancies shall be filled in accordance with the criteria listed in the Promotions, Transfers and Layoff Article.

- (b) Temporary vacancies of thirty (30) days or longer duration shall be posted and filled under Section (a) above.
- (c) The Employer shall also consider applications from those employees, with the required seniority, qualifications, experience, and ability who are absent from their normal places of employment because of sick leave, annual vacation, Union leave, compassionate leave, or other leave, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to this Article.
- (e) Two (2) copies of all postings shall be sent to a person designated by the Union within the aforementioned seven (7) calendar days.
- (f) 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.
- (g) 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.

- (h) Employees shall be limited to posting to a temporary position a maximum number of three (3) times per calendar year. Employees who are occupying a temporary position with a known end date must be at least 90% complete their assignment before posting to another temporary position.

## **ARTICLE 13 – PROMOTIONS, TRANSFER AND DEMOTION**

**13.01** In the promotion, transfer or demotion of employees, efficiency, required qualifications and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

**13.02** 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.

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

## **ARTICLE 14 - LAYOFF, BUMPING, AND RECALL**

### **14.01 Layoff**

In the event it becomes necessary to lay-off employees, the Employer will lay-off in reverse order of Seniority within the bargaining unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

### **14.02 Bumping**

In the event that an employee is laid off, the employee may either: accept the layoff, exercise their seniority rights to displace a junior employee in a job classification which is equal to, or lower in, rate to their job classification, for which the employee has the required qualifications to perform the job.

### **14.03 Seniority Retention during Layoff**

- (i) Seniority during lay-offs shall be retained for twelve (12) calendar months.
- (ii) A laid-off employee's seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

### **14.04 Recall**

Employees will be recalled in order of seniority provided that the employee has the qualifications to perform the required job functions. The Employer will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Employer attempts but does not contact the employee by telephone, then the Employer will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep the Employer informed of their current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Employer, retain all seniority rights.

## **ARTICLE 15 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**15.01** 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.

**15.02** 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 16 - CONTRACTING OUT**

### **16.01 Layoff of Employees**

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

### **16.02 Exceptions**

The Employer has the right to contract for services when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or
- (c) an emergency occurs.

## **ARTICLE 17 - TECHNOLOGICAL CHANGE**

**17.01** 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.

**17.02** The Employer and the Union shall meet within twenty-one (21) days of the date of the notice.

**17.03** If the Employer and the Union fail to reach agreement, the matter may be referred to the Arbitration procedure of this Agreement.

## **ARTICLE 18 – TRAINING AND ORIENTATION**

**18.01** The Employer and the Union agree to promote, wherever possible, the training, retraining or in-service sessions of employees to improve their job skills related to their employment.

**18.02** It is understood that an employee will be adequately trained to safely perform the assigned work. The training of employees shall be performed by management or lead hands.

**18.03** Employees, when directed to attend compulsory training courses or in-service sessions pertaining to operations shall be paid in accordance with the provision of the Collective Agreement.

**18.04** After the probationary period is concluded, an employee may indicate in writing to the supervisor, areas of the operation where they request to be trained in. When the Employer decides such opportunities are available, the Employer will train, on the basis of seniority, employees who demonstrate an ability for the work.

**18.05** The Employer may grant leave to allow employees to take educational courses related to their employment and such leave may be without pay or with partial pay.



### **18.06 Orientation**

- (a) The Employer shall solicit staff volunteers to orient new employees. Orientation familiarization to routines, job shadowing, learning workplace procedures etc.
- (b) The Employer shall maintain a list of volunteers to provide orientation for new employees. When assisting for this purpose, the Employer shall first assign employees from this list.
- (c) Impacts to workload shall be considered when making these assignments.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Continuous Operation**

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

### **19.02 Hours of Work**

- (a) The hours of work for each regular employee covered by this Agreement, exclusive of meal times, shall be up to a maximum of thirty-seven-point-five (37.5) hours per week, seven-point-five (7.5) hours per day, exclusive of meal breaks. This clause does not constitute a guarantee of weekly hours of work.
- (b) Employees who are required to be on-call during a meal period shall have their meal period included within their scheduled shift.
- (c) Employees shall not be required at any time to work more than six (6) consecutive shifts and shall receive two (2) consecutive days off, unless otherwise mutually agreed between the Employer and Union.
- (d) The work week for purposes of calculating overtime shall be from 12:01 a.m. on Sunday to and including midnight the following Saturday.

### **19.03 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.

Where there is mutual agreement between the Union designate and the Employer designate, rest periods may be combined to meet employee and operational requirements.

Except in the case of an emergency, employees shall not be required to work, be available for work, or discuss work matters with their supervisor or lead hand while on a meal or rest period. When an employee is required to abbreviate a break or meal period, time lost shall be rescheduled. No employee shall work through their rest period or lunch period without first obtaining permission from their immediate supervisor/manager.

### **19.04 Meal Periods**

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

### **19.05 Midnight Shifts**

Employees working the midnight shift shall be paid a shift differential of seventy cents (70¢) per hour. The midnight shift is defined as a shift in which the major portion of the hours worked fall between 12:00 midnight and 8:00 a.m.

### **19.06 Exchange Shifts**

Employees may exchange shifts with the approval of the Employer provided that, wherever possible, seven (7) days' advance notice in writing is given and provided that there is no increase in cost to the Employer.

## **ARTICLE 20 - OVERTIME**

**20.01** Employees who work more than seven-point-five (7.5) hours in a day or more than thirty-seven-point-five (37.5) hours in any week shall be paid overtime on the following basis:

(a) **Daily Overtime**

- (i) For the first three (3) hours of overtime worked in a day, time-and-one-half (1.5 x) the applicable basic rate, and
- (ii) During the balance of the overtime worked on that day, double-time (2 x) the applicable basic rate.

(b) **Weekly Overtime**

- (i) During the first eight (8) hours of overtime worked in any week, time-and-one-half (1.5 x) the applicable basic rate, and
- (ii) During the balance of the overtime worked that week, double-time (2 x) the applicable basic rate.

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

### **20.03 Overtime Scheduling**

Subject to the operating needs of the business, the Employer will offer such overtime to senior employees on shift in the classification where overtime is required pursuant to seniority as defined in Article 11, provided the senior employees indicate in advance their availability for such overtime. For greater certainty, absent acceptance of the overtime offer, the most junior employee in the relevant classification shall perform the overtime.

**20.04** At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twelve (12) months of the occurrence of the overtime. The Employer will make a reasonable

effort to allow time off when requested by the employee. If such time off is not taken by the end of the twelve (12) month period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

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

**20.06** Where an employee works overtime, they shall be given a fifteen (15) minute break, with pay, between the end of their regular shift and the commencement of their overtime period.

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

**20.08** 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 forty-two cents (\$0.42) per kilometer from the employee's home to the worksite and return. The minimum allowance shall be ten dollars (\$10.00).

## **ARTICLE 21 - STATUTORY HOLIDAYS**

### **21.01 Entitlement**

(a) Regular employees, who have completed thirty (30) calendar days' service, will be entitled to the following eleven (11) statutory holidays, and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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New Year's Day

Good Friday

Canada Day

Labour Day

Remembrance Day

Boxing Day,

Family Day

Victoria Day

B.C. Day

Thanksgiving Day

Christmas Day

- (b) Statutory holiday pay shall be based upon the average percentage of hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.
- (c) Casual employees who have not completed thirty (30) calendar days' service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the Statutory Holiday.

**21.02** Regular employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) of their applicable basic rate for each hour worked, plus (+) the employee shall receive equivalent time off and pay in lieu of the holiday, to be taken at a mutually agreeable time.

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

**21.04** Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WCB payments for the days in question.

**21.05** Regular employees, who are laid off after completing thirty (30) calendar days' service and who are recalled to employment during their recall period, shall be eligible for statutory holidays occurring immediately after the date of such re-employment. The rate of holiday pay to apply in such cases under section 15.01(b) shall be based upon the hours actually worked by the employee in the thirty (30) calendar day period immediately preceding the

layoff.

**21.06** Regular employees, who are laid off after completing thirty (30) calendar days' continuous service and who are not recalled to employment during their recall period, must complete thirty (30) calendar days' service in order to be re-eligible for statutory holidays.

**21.07** In no case shall the application of this provision result in Statutory Holiday entitlements which are less than the entitlements under the *Employment Standards Act*.

## **ARTICLE 22 - VACATIONS**

**22.01** Annual vacation shall be earned at the rate of:

- (a) Ten (10) working days per year commencing in the first (1st) year of employment, paid at four percent (4%) of gross earnings in the previous year.
- (b) Fifteen (15) working days per year commencing in the sixth (6<sup>th</sup>) year of employment, paid at six percent (6%) of gross earnings in the previous year.
- (c) Seventeen (17) working days per year commencing in the ninth (9<sup>th</sup>) year of employment, paid at six-point-eight percent (6.8%) of gross earnings in the previous earning/accrual year.
- (d) Twenty (20) working days per year commencing in the tenth (10<sup>th</sup>) year of employment, paid at eight percent (8%) of gross earnings in the previous year.
- (e) Twenty-five (25) working days per year commencing in the fifteenth (15<sup>th</sup>) year of employment, paid at ten percent (10%) of gross earnings in the previous year.

### **22.02 Vacation Entitlement upon Dismissal**

Upon termination of employment, an employee shall be paid for any accrued vacation pay owing to them.

### **22.03 Vacation Period**

Regular employees become eligible for paid vacation leave once they have completed six (6) months of continuous employment.

Vacation requests must be submitted by no later than January 31<sup>st</sup> to be scheduled for the vacation calendar year of April 1 – March 31. Vacation time may be divided into blocks of one to two weeks in duration for first and second vacation periods. Vacation time may by single days or any combination of days for all “other” vacation periods.

Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they 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 selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. Seniority shall prevail in the choice of all “other” vacation requests but only after all other second vacation periods have been selected. The approved vacation schedule will be posted at the worksite on or before February 28<sup>th</sup> each year.

Employees will be limited to booking a maximum of two (2) consecutive weeks of vacation during prime vacation period (June 15 – September 15; December 15 – January 5) unless further consecutive weeks would not interfere with the vacation preferences of less senior employees. The Employer will make every effort to accommodate requests for vacation of more than two (2) consecutive weeks outside of prime vacation periods.

Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time. In such cases, after August 31<sup>st</sup>, the Employer reserves the right to schedule vacation time for the employee.

A maximum of two (2) weeks vacation time may be carried forward from one year to another. Employees who wish to carry vacation forward should notify the Employer by February 28<sup>th</sup>.

If the employee has not requested all of their vacation leave, the Employer reserves the right to schedule the remaining vacation days within the last four (4) months of the calendar year. The Employer may also pay out unused vacation credits at the end of March each calendar year.

#### **22.04 Vacation Non-Accumulative**

Vacation earned in any vacation year is to be taken in the following vacation year. Employees who fail to schedule their vacation by March 31 of the year it was to be taken may have their remaining vacation scheduled by the Employer

#### **22.05 Vacation Credits upon Death**

Earned but unused vacation entitlement shall be made payable upon an employee's death to the employee's estate.

### **ARTICLE 23 - BEREAVEMENT LEAVE**

**23.01** 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. Immediate family is defined as parent (or alternatively step-parent or foster parent), spouse, child, step-child, (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward.

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 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 additional two (2) consecutive days without pay shall be granted, subject to operational requirements, to employees who are required to travel in order to attend the funeral.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment, (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

**23.02** Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations or for statutory holidays, but will not be counted as hours worked for the purpose of computing overtime.

**23.03** At the request of an employee and subject to the Employer's operational needs, the Employer may extend the bereavement leave or may provide an unpaid compassionate leave where the grounds for same are bona fide and verifiable.

## **ARTICLE 24 – LEAVE OF ABSENCE**

### **24.01 Critical Illness or Injury Leave**

An employee is entitled to unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):

(a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;

(b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.

A leave under this section ends on the last day of the week in which the earlier of the following occurs:

- (a) the family member in respect of whom the leave is taken dies;
- (b) the expiration of 52 weeks from the date the leave began.

#### **24.02 Leave Respecting the Disappearance of a Child**

Employees are entitled to an unpaid leave of up to 52 weeks in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

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

#### **24.03 Leave Respecting Death of Child**

An employee whose child under 19 years of age dies is entitled to up to 104 weeks of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

#### **24.04 Leave Respecting Domestic or Sexual Violence**

Leave shall be granted for employees suffering from domestic or sexual violence including:

- (a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life;
- (b) sexual abuse by any person;
- (c) attempts to commit (a) or (b);
- (d) psychological or emotional abuse by an intimate partner or by a family member, including:
  - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets, or property.
  - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy;
  - (iii) stalking or following; and
  - (iv) intentional damage to property.

An eligible person includes but not limited to:

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian;
- (b) a person who is 19 years of age or older.

The employee may request leave for one or more of the following purposes:

- (a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- (b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- (c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- (d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
- (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participation in any civil or criminal legal proceeding related to the domestic or sexual violence; and
- (f) any prescribed purpose.

The employee is entitled during each calendar year to:

- (a) up to 5 days of paid leave;
- (b) up to 5 days of unpaid leave;
- (c) up to 15 weeks of additional unpaid leave.

## **ARTICLE 25 - MATERNITY LEAVE AND/OR PARENTAL LEAVE**

### **25.01 Maternity Leave**

Pregnancy shall not constitute cause for dismissal:

- (a) A pregnant employee who requests maternity leave shall be entitled to:

- (i) eighteen (18) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
  - (ii) up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus
  - (iii) parental leave pursuant to Article 25.02(a)&(b), beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the Facility Manager and the employee. The Facility Manager shall not unreasonably deny such request.
- (b) If an employee is unable or incapable of performing their duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (c) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits pursuant to Article 26, providing the employee is not in receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

### **25.02 Parental Leave**

- (a) An employee requesting parental leave under this section shall be entitled to up to twelve (12) consecutive weeks' unpaid leave beginning:
- (i) in the case of a birth mother, as set out in Article 25.01 (a)(iii), or
  - (ii) in the case of a birth father, within the fifty-two (52) week period immediately following the birth, and
  - (iii) in the case of an adopting parent, within the fifty-two (52) week period immediately following the date the child is placed with the parent.

- (b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five (5) consecutive weeks' unpaid leave, beginning immediately after the leave taken under subsection (a).

**25.03** The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be thirty-two (32) weeks, plus any additional leave granted under sections 25.01(a)(ii) and 25.02(b), subject to an employee's entitlement under Employment Insurance or *Employment Standards Act*.

**25.04** Employees make every effort to give fourteen (14) days' written notice to the Facility Manager prior to the commencement of maternity leave and/or parental leave of absence without pay under sections 25.01(a) and 25.02(a), respectively. Employees shall make every effort to give at least seven (7) days' written notice to the Facility Manager prior to commencement of maternity leave and/or parental leave under section 25.01(b) and/or 25.02(b), respectively. Employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of any maternity leave and/or parental leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the actual date of birth or the actual date of termination of a pregnancy; or in the case of parental leave, a doctor's certificate or other evidence proving the employee's entitlement to the leave.

**25.05**

- a) Upon returning to work from maternity leave and/or parental leave under this Article, the employee shall continue in their former position, without loss of perquisites, provided such position still exists; or if such position no longer exists, in a comparable position.

b) Seniority and continuous service will continue to accumulate during the full period of maternity leave and/or parental leave under this Article. The Employer shall maintain its normal share of the premium costs for the employee's Health Care Plans for the full period of the maternity leave and/or parental leave under this section, provided the employee pays their share, if any.

### **25.06 Adoption Leave**

An employee is entitled to Adoption/Parental Leave as per Article 25.02.

### **25.07 Family Responsibility Leave/Compassionate Care Leave**

Employees shall be entitled to Family Responsibility Leave and/or Compassionate Care Leave benefits leave as outlined in Section 52 and Section 52.1 respectively, of the *Employment Standards Act*.

Any Family Responsibility Leave taken under this article will not be counted towards accumulation of 20 unpaid leave days in Article 30 (c) – Unpaid Leave affecting Seniority and Benefits.

## **ARTICLE 26 - SICK LEAVE, WORKSAFE BC, RETURN TO WORK**

**26.01** As of January 1, 2015, regular employees shall be entitled to a total of seven (7) days sick leave per year to be taken at any time.

Effective January 1, 2023 regular employees will be entitled to eight (8) days of sick leave per year.

Unused sick leave days will be carried over to the following sick leave year by the following manner: Employees may carryover up to three (3) unused sick days per year to a maximum sick leave bank of twelve (12) days.

**26.02** 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. The Employer will reimburse employees for costs incurred, to a maximum of twenty-five dollars (\$25.00) if required by the Employer to prove sickness.

**26.03** Sick leave shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be in accordance to actual time off.

**26.04** An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or accident. The Employer shall advise an employee the amount of sick leave available if requested.

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

**26.06** Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request. The Employer's decision for further leave of absence without pay shall be in writing. The Employer may require medical information as to the expected date of return to work.

**26.07** The employee shall report or arrange to have reported to the Employer prior to the commencement of their shift the injury or illness which requires their absence from work.

**26.08** The Employer may require company reporting form and/or a medical certificate or a medical exam to confirm an employee's ability to return to work following a period of absence due to illness or injury. The employee will be reimbursed by the Employer for

any costs associated with obtaining such forms, certificates, or exams.

### **26.09 WorkSafe BC Benefits**

- (a) Employees shall receive directly from the WorkSafe BC any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WorkSafe BC wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, the Health Care Plan will continue to apply to employees who are entitled to receive WorkSafe BC wage loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WorkSafe BC benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.
- (d) Employees qualifying for WorkSafe BC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave except that seniority shall continue to accrue based on regular hours.

### **26.10 Transportation for Accident Victim**

If an injured employee requires assistance, transportation to the employee's home or Hospital shall be provided by the Employer.

### **26.11 Day of Injury**

An employee who cannot complete the shift due to an injury at work shall be paid regular wages for the remainder of the shift.

### **26.12 Return to Work**

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work



programs are part of a continuum of injury prevention and rehabilitation.

- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to work programs will be part of an approved rehabilitation plan.
- (d) Employees are required to meet with the Employer to explore an appropriate return to work program. The Employer shall advise the employee of their right of Union representation if they desire as long as this does not result in an unreasonable delay of the program. The details of the return to work program will be confirmed in writing to the employee and the Union.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

### **26.13 Workload**

Where the absence of one or more employees would create a significant increase in workload for other employees, the Employer will resolve the matter by:

- 1. Implementing a duty priority list;
- 2. Re-assigning work; and /or
- 3. Utilizing casual employees in accordance with the Collective Agreement.

An employee who believes any workload situation is excessive shall discuss the problem with the immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by referring the issue to the Labour-Management Committee for review and recommendations.

## **ARTICLE 27 - EDUCATIONAL LEAVE**

**27.01** 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 any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

**27.02** After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses 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 two (2) 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 28 - JURY DUTY**

Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, not being themselves a party to the proceeding), on a day when they would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received.

The employee shall not be required to turn over allowances received for traveling and meals.

**ARTICLE 29 - UNPAID LEAVE - UNION BUSINESS**

- (a) Short-term leave of absence without pay to a maximum of twenty-one (21) days per occurrence shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless granting such leave to any employee would unduly disrupt the operations of the Employer's business. The Union shall give at least fourteen (14) days' notice to minimize disruption to the Employer.
- (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 granting such leave would unduly disrupt the operation of the Employer's business. Such requests shall be made in writing at least fourteen (14) days in advance to minimize disruption to the Employer's business. 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 and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining unless granting such leave to any employee would unduly disrupt operation of the Employer's business. Seniority and all benefits shall accumulate during such leave.
- (d) The Employer shall continue to pay normal wages, and maintain the health benefits coverage, where applicable, of employees who are on unpaid leave under sub-section (a), (b) and (c) above, provided the Union reimburses the Employer for the wages and benefits involved within sixty (60) calendar days of being invoiced for such amounts by the Employer. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (e) (i) Provided no less than seven (7) days' notice has been given, members of the Provincial Executive of the Union

shall be granted leave of absence to attend the regular meetings of such Executive.

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

## **ARTICLE 30 - UNPAID LEAVE OF ABSENCE - GENERAL AND PUBLIC OFFICE**

### **a) General**

#### **i) Greater than Two Weeks**

An employee may request an unpaid leave of absence (LOA) greater than 2 weeks in writing a minimum of fourteen (14) days in advance. The Employer shall make reasonable effort to comply with the request subject to the operational needs of the Employer. Notice of the Employer's decision shall be given in writing as soon as possible.

#### **ii) Less than or Equal to Two Weeks**

Requests from employees for unpaid leave of absence (LOA) of less than or equal to two (2) weeks shall be made in writing to their immediate supervisor. The employee shall give at least 7 days' notice to minimize disruption to staff. The Employer shall make reasonable effort to comply with the request subject to operational needs of the Employer. Notice of the Employer's decision shall be given in writing as soon as possible.

An employee may request an unpaid leave of absence, which shall be in writing with a minimum of fourteen calendar days in advance. The granting of such requests by the Employer shall be subject to the proper operation of the business. Such requests will not be unreasonably denied.

### **b) 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:

- i) 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.
  - ii) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.
- c) **Unpaid Leave Affecting Seniority and Benefits**  
An employee granted unpaid leave of absence shall continue to accumulate continuous service with the employer.

All seniority and benefits earned by the employee shall be maintained for unpaid leave of absence granted for up to 20 working days or less.

If an unpaid leave of absence or an accumulation of unpaid leave of absence's exceeds 20 working days in any year, the employee shall not accumulate seniority or benefits from the 21<sup>st</sup> day of unpaid leave of absence to the last day of unpaid leave. Seniority will begin to accumulate upon the employees return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

Employees may pay the benefit premium and retain benefits while on unpaid leave of absence longer than 20 working days.

## **ARTICLE 31 - BENEFIT PLANS**

Employees who have completed the probationary period and are continually scheduled to work an average of twenty (20) or more hours per week are eligible for benefit coverage in accordance with Appendix B.

Casuals: After twelve (12) months of service, casual employees who work twenty (20) or more hours weekly per week for thirteen (13) consecutive weeks become eligible for benefits as long as they continue to work twenty (20) or more hours per week. (Employees who have already completed these time requirements will become eligible upon ratification).

***WestCana Services Inc. (Evergreen Baptist Home) / Hospital Employees' Union, January 1, 2022 to December 31, 2024***

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An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve (12) month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the Master Contract held with the benefits provider.

It is understood that the Employer is not itself obligated to provide benefits, other than paid sick days, pursuant to this Agreement, but, with employees, to pay a portion of the premium for same pursuant to Appendix B to a benefit provider. The Benefits Plans are administered, governed, and adjudicated pursuant to the Master Contract held with the benefits provider and the parties are bound by its terms.

The Employer will contribute to an RRSP, on a monthly basis, a maximum of one percent (1%) of an employee's gross earnings on a one-to-one basis (i.e., each dollar contributed by an employee will be matched by the Employer to a maximum of one percent (1%) of their monthly earnings).

Enrolment in the plan is optional. Employees who opt to enroll in the RRSP plan must enroll on an annual basis and commit to a one-year participation.

BC Medical Plan	100% of the premium paid by the Employer
Life and AD&D Insurance	\$25,000.00 coverage 100% Employer paid
Dental Plan	Basic Prevention Coverage 100% Employer paid White fillings to be covered
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage Natural Formulary Drugs with a \$2,000.00 per year max and overall

**WestCana Services Inc. (Evergreen Baptist Home) / Hospital Employees' Union, January 1, 2022 to December 31, 2024**

	\$100,000.00 EHC lifetime maximum. 100% Employer paid
Vision Care	<u>\$250.00</u> per Employee and each family member for every 24 months
Eye Exams	<u>\$75.00</u> – every 24 months
Paid Sick days	Seven (7) paid sick days per 12 months. <u>Effective January 1, 2023 paid sick will be increased to eight (8) days per 12 months.</u> Unused sick days will be carried over to the next sick leave day as per Article 26.01.

Benefits for employees will be continued up to age 75 with the exception of life insurance and AD&D. In such circumstances employees at age 65 or older will be given the option of converting their life insurance and AD&D at their own cost.

**31.01 Vaccination, Inoculation and Suitability**

An employee, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work; with specific client groups. 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 or inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time provided time spent is reasonable. The Employer shall only require such medical examinations if required by the job or if there is reasonable expectation to make such a request.

### **31.02 Health and Welfare Benefits Plan Information and Administration**

- (a) The Employer shall provide copies of the benefit booklet and administration procedures related to the health and welfare plans to the Union upon request.
- (b) The Employer shall provide all benefit enrollment forms to each eligible employee, and a copy of the benefit booklet shall be provided to all shop stewards and a copy shall be made accessible to employees in each work area.

### **31.03 Criminal Records Checks**

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

### **31.04 Protective Clothing and Equipment**

The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing and equipment required, including gloves, masks and safety glasses.

The Employer will ensure adequate supplies are provided to employees to complete assigned work. Any shortage of supplies, protective clothing, or equipment shall be immediately reported to the supervisor.

Employees required to purchase non-slip shoes for work shall be entitled to a Shoe Premium of twenty cents (\$0.20) per shift worked.

### **31.05 Uniforms**

An appropriate number of uniforms will be supplied by the Employer and employees shall only wear the approved uniform.



The uniforms are to be maintained in presentable fashion and will be replaced according to normal standard based upon normal usage. In addition, employees shall receive seventy-five cents (\$0.75) per shift worked for the laundering of their uniforms. Employees are expected to wear a clean, presentable uniform while at work.

The Employer shall accept employee suggestions through the Union-Management Committee, with respect to uniforms.

### **31.06 RRSP Saving Plan**

The Employer will contribute to an RRSP, on a monthly basis, a maximum of one percent (1%) of an employee's gross earnings on a one-to-one basis (i.e., each dollar contributed by an employee will be matched by the Employer to a maximum of one percent (1%) of their monthly earnings).

Effective January 1, 2023, this maximum will increase to one-and-a-half percent (1.5%) of an employee's gross earnings.

Enrollment in the Plan is optional. Employees who opt to enroll in the RRSP plan must enroll on an annual basis and commit to a one-year participation.

## **ARTICLE 32 - 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.

## **ARTICLE 33 - FUTURE LEGISLATION**

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid

and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

## **ARTICLE 34 - AGREEMENT TERMS**

The term of this Agreement shall commence on January 1, 2022 and from year to year thereafter, and shall expire at midnight December 31, 2024. Either party to this Agreement may, within four (4) months immediately preceding the date of the expiry of this Agreement by written notice, require the other Party to this Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) the Union goes on strike, or
- (ii) the Employer locks out its employees.

The operation of subsections 50(3) and (4) of the British Columbia *Labour Relations Code* are excluded.

The Parties confirm that, by this Agreement, they are excluding the operation of subsections 50(2) and (3) of the British Columbia *Labour Relations Code*.

## **ARTICLE 35 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **35.01 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.

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Joint Committee shall be governed in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Joint Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other individual(s) who are neither members of the Bargaining Unit or Management provided such is done by mutual agreement.

**35.02** 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.

**35.03** Employees who are members of the Joint 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 Joint Committee pursuant to the WCB Occupational Health and Safety Regulations.

**35.04** Employees on the Joint Committee shall be reimbursed for all necessary and reasonable expenses incurred by them to attend meetings of the Joint Committee.

**35.05 Training and Orientation**

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. Where appropriate, this training shall include infection prevention and control. The Employer will also make readily available information, manuals and procedures for these purposes.

### **35.06 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

### **35.07 Reporting Unsafe Conditions and Refusal of Unsafe Work**

The BC Occupational Health and Safety (OH&S) Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

The OH&S Regulation also requires that a person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

A worker who refuses to carry out a work process or operate a tool, appliance or equipment must immediately report the circumstances of the unsafe condition to their supervisor or Employer. Where a worker does so in compliance with the OH&S Regulation, they shall not be subject to disciplinary action.

(The procedure referenced above can be found in Sections 3.12 and 3.13 of the Occupational Health and Safety Regulations, *Workers Compensation Act*).

**ARTICLE 36 – PAY DAYS**

Employees shall be paid by direct deposit semi-monthly subject to the following provisions:

- (a) 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.
- (b) When a payday falls on a non-banking day, the pay statements shall be given prior to the established payday, where possible.
- (c) Annual vacation pay – see Article 22.
- (d) Where significant payroll error is identified, the Employer will correct the error and where money is owed to an employee, this shall be rectified through direct deposit or a manual cheque as soon as reasonably possible.
- (e) The Employer shall confirm in writing, an employee's amount of accrued sick leave and/or vacation leave if requested by an employee.

## **CASUAL CALL-IN PROCEDURES**

1. Casual/relief employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification (as per Article 6) in respects of such employee meets the requirements of the classification.
2. Casual/relief employees shall accumulate seniority on the basis of the number of hours worked and, for interpretation purposes, Article 9 will apply. The casual/relief employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.
3. Employees on the casual list shall be called to work in order of seniority as follows:
  - The Employer shall contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form if the shift(s) cannot be otherwise filled.
  - Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
  - Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the time line for reply.

- Where electronic communication is utilized the following shall apply:
  - (i) Where a vacancy is known less than forty-eight (48) hours in advance, the casual employees shall have 15 minutes to respond to the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - (ii) Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in advance, the casual employee shall have sixty (60) minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - (iii) Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute the call logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.
- The seniority list for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date,

the Employer shall provide the Union a revised electronic copy of the call-in seniority list.

- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- If a casual employee declines a shift or block of shifts for which they have indicated that they are available on three (3) or more occasions during any sixty (60) day period, the casual employee will be deemed to have resigned from their employment with the Employer and will be removed from the casual seniority list.

4. If concerns arise over the call-in process, and in particular, the use of electronic communication, the parties will meet to discuss and resolve those concerns. Both parties agree the call-in process should be both efficient and provide eligible employees with a reasonable opportunity to claim available shifts.

5. Part-time employees may register to be included on the casual list and must provide their availability as required above.

6. Casual employees shall receive sick pay in accordance with the *Employment Standard Act*.



**APPENDIX A**

**Wage Schedule**

<b>Position</b>	<b>Current Rate</b>
<b>Housekeeper/Laundry/ Dietary Aide</b>	\$16.90
<b>Lead Hand</b>	\$18.64
<b>Janitor</b>	\$20.40
<b>Cook</b>	\$22.48

New employees shall be paid one-dollar-and-twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 9.01. Any employee in their probation period as of the effective date shall not be subject to a wage reduction.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**WESTCANA SERVICES INC. (Evergreen Baptist Home)**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Article 21.02**

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Employees on record at date of ratification of the January 1, 2014 – December 31, 2017 Collective Agreement shall have a one-time option to choose to maintain the right to have their statutory holidays re-scheduled, at a mutually agreeable time, in the event that a holiday falls on their regularly scheduled day off. Such re-scheduled statutory holiday shall be taken no later than January 31<sup>st</sup> of the year following the year in which it originally occurred.

Employees who choose this option shall be able to choose to be covered by the normal provision of the collective agreement at any time. Once this choice is made, it cannot be reversed.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maria Rodriguez**  
HEU Negotiator

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

Aug 11/22  
\_\_\_\_\_  
**Date Signed**

Aug 15/22  
\_\_\_\_\_  
**Date Signed**

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**WESTCANA SERVICES INC. (Evergreen Baptist Home)**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Article 26 - Vacations**

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As per Article 8.01 Definition of Employee Status, a casual employee "is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the Collective Agreement in the regular schedule."

As casuals are not scheduled, they are not eligible to request and receive vacation time. Casuals do, however, receive vacation pay, appropriate to their years of service (Article 22.01), paid out on a bi-weekly basis.


A casual employee's availability for work is covered under Casual Call-in Procedures.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maria Rodriguez**  
HEU Negotiator

Aug 11 / 22  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

Aug 15 / 22  
\_\_\_\_\_  
**Date Signed**

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**WESTCANA SERVICES INC. (Evergreen Baptist Home)**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Rates of Pay**

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

The parties further agree that should the single site levelled up wage rate be terminated by the government prior to the Collective Agreement expiring, the parties will re-open the Collective Agreement to discuss wage rates.

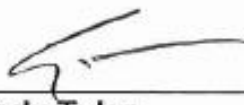
No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
Maria Rodriguez  
HEU Negotiator

Aug 11 / 22  
\_\_\_\_\_  
Date Signed

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
Grady Tyler  
Chief Spokesperson

Aug 15 / 22  
\_\_\_\_\_  
Date Signed

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**WESTCANA SERVICES INC. (Evergreen Baptist Home)**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Long-Term Disability Plan (Employee-Paid)**

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The parties agree to continue discussions exploring the potential introduction of an employee-paid Long-Term Disability ("LTD") Plan provided through the Employer's benefit provider.

Any such LTD Plan will include:

- Compulsory enrolment for regular employees;
- Premiums 100% employee-paid through payroll deduction;
- Continued payment premiums by employee at all times in order to retain coverage; and
- The Employer's involvement limited to facilitating payment of premiums by employees only, and the Employer will have no responsibility or liability for administration of or coverage under any such Plan.

The Union will conduct a membership vote relating to this issue prior to confirming any agreement to an employee-paid LTD Plan.

Any employee-paid LTD Plan introduced during the term of this Collective Agreement will require the mutual agreement of the parties with a new Letter of Agreement.

**WestCana Services Inc. (Evergreen Baptist Home) / Hospital  
Employees' Union, January 1, 2022 to December 31, 2024**

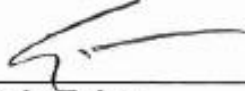
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**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maria Rodriguez**  
HEU Negotiator

Aug 11 / 22  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

Aug 15 / 22  
\_\_\_\_\_  
**Date Signed**

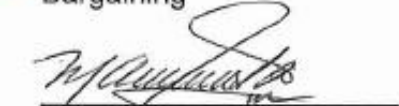
**SIGNED ON BEHALF OF  
THE UNION:**



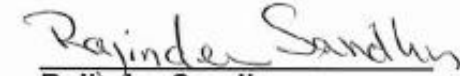
**Máire Kirwan**  
Private Sector Coordinator



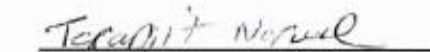
**Janine Brooker**  
Director of Private Sector  
Bargaining



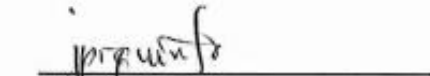
**Maria Rodriguez**  
HEU Negotiator



**Rajinder Sandhu**  
Bargaining Committee



**Taranjit Narwal**  
Bargaining Committee



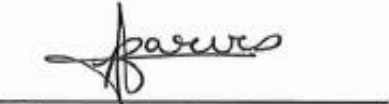
**Jackie Quinto**  
Bargaining Committee

**Aug 11/22**  
Date

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Grady Tyler**  
Chief Spokesperson



**Rebecca Jarvis**  
Director of Human Resources  
& Benefits



**Angela Durakovic**  
Manager of Human  
Resources & Benefits

**22 Aug 2022**  
Date