

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTCANA SERVICES INC.**  
**SHANNON OAKS**



**AND**

**HOSPITAL EMPLOYEES' UNION**



**November 13, 2020 – November 12, 2023**

Note: underlined text is new language for 2020-2023

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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.

Encourage the practice and procedures of collective bargaining between Employer and the Union as the freely chosen representative of our employees.

Encourage the cooperative participation between the Employer and the Union in resolving workplace issues, adapt to changes in the economy, develop workforce skills and develop a workforce and a workplace that promotes productivity.

### **1.02 Human Rights Code**

- a) The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **1.03 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.

#### **1.04 Respectful Conduct in the Workplace**

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

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

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;

- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.03 of this Agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

### **1.05 Workplace Bullying**

Bullying for the purpose of this Article is any repeated or systemic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

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

### **1.06 Inclusion**

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

### **1.07 Support**

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

**1.08** 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 the 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.

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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 employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel and will be provided securely in a fashion mutually agreeable to both Parties.

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

The Employer shall supply each employee, without charge, a receipt (T4) 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.

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Twice every calendar year (February and August) the Employer shall provide the Secretary-Business Manager of the Union, a list in order of seniority of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel and will be provided in a fashion agreeable to both Parties.

**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. Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards for up to twenty-five (25) employees covered by this Agreement, with a maximum number of eight (8) Shop Stewards per work area.
2. The Employer is to be kept advised of all Shop Steward appointments.
3. One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward. The Chief Shop Steward 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

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leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

**2.06 Badges and Insignia**

Employees shall be permitted to wear union pins and shop steward badges.

**2.07 Bulletin Boards**

The Employer shall provide space for a 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 Company when any representative of the Union intends to visit the worksite for the purpose of conducting Union business. Such visits will not disrupt employees working without the Supervisor/Manager's permission.

**ARTICLE 3 - DEFINITIONS**

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

"Employer" means WestCana Services Inc.

"Employee" means an employee employed in the service of the employer's contract with Shannon Oaks – Vancouver.

"Worksite" means Shannon Oaks – Vancouver.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** 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:

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- (i) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the Employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiencies of all operations.
- (ii) To make and to alter from time to time rules and regulations to be observed by all employees. The parties agree to discuss rules and regulations at Union/Management meetings.
- (iii) To discipline or discharge for proper cause and to retire employees at the normal retirement age.

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

**4.03** 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.

**4.04 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.

**ARTICLE 5 - STRIKES, LOCKOUTS, LEGAL PICKET LINES**

**5.01 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.

## **5.02 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.

## **5.03 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 6 - UNION/MANAGEMENT COMMITTEE**

## **6.01 Labour-Management Committee**

A Labour-Management Committee shall be established, consisting of two (2) employees chosen according to the Union's practice and the Secretary-Business Manager of the Union or their designate 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 two (2) 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

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scheduled on the same day as the Labour Management Committee meeting.

Time spent in the grievance meeting shall be paid straight-time wages.

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

**ARTICLE 7 - GRIEVANCE PROCEDURE**

The Employer and the Union recognize that the goal of this grievance procedure is to attempt to resolve a grievance at the earliest possible opportunity with the least amount of time and resources.

**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 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.

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- 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 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.

**7.03 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.

**7.04** All grievances, with the exception of grievances pertaining to dismissals or lay-offs shall proceed as follows:

**Step 1**

The employee shall take the difference to the Employer with or without a Steward (at the employee's option) within seven (7) days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.

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The employee, (with or without their Union representative), and their Manager or designate will attempt to resolve the difference at Step 1.

**Step 2**

Failing settlement at Step 1, the employee, steward or a servicing representative shall within twenty-one (21) 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 manager or designate and endeavour to settle the matter. The Manager or designate shall acknowledge receipt of the grievance by signing and dating the grievance form at the time it is presented. The Manager shall respond to the grievance in writing within seven (7) days of the Step 2 meeting.

**Step 3**

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

At this step of the grievance procedure, each party shall exchange copies of all relevant documentation available to date. The findings or decisions of the Employer/Union shall be presented to the other party in writing within seven (7) days of the meeting. 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 twenty-one (21) days of the receipt of the response at Step 3.

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

Grievances of a general nature may be initiated by a member of the Union Committee in Step two of the grievance procedure.

## **7.05 Dismissal or Lay-off Grievance**

The following procedure shall be used for any grievance arising from a dismissal or lay-off:

- i) Within seven (7) days of the dismissal or lay-off, the Union shall notify the Employer in writing of its grievance of same. Such grievances shall be heard at Step 3 of the grievance procedure within ten (10) days of the Employer's receipt of the Union's written grievance.
- ii) At this step of the grievance procedure, each party shall exchange copies of all relevant documentation available to date. The findings or decisions of the Employer/Union shall be presented to the other party in writing within seven (7) days of the meeting. 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 fourteen (14) days of the receipt of the response at Step 3.

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

## **7.06 Employer Grievance**

Any Employer grievance shall proceed directly to Step 3 within twenty-one (21) days from the date the Employer knew or reasonably should have known of the incident giving rise to the grievance.

## **7.07 Arbitration**

- i) The following list constitutes the Arbitrators agreed to by the parties:
  - (1) Judy Korbin
  - (2) Koml Kandola
  - (3) Mark Brown
  - (4) Mark Atkinson
  - (5) Elaine Doyle

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- (6) Chris Sullivan
- (7) Julie Nichols

- 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 representatives, 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. By mutual agreement, the parties 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 Time Limits**

Time limits are mandatory, but 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 process 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.

## **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 full-time hours per week (Reference Article 18.02). 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.

## **ARTICLE 9 - EVALUATION REPORTS, PERSONNEL FILE**

### **9.01 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.

### **9.02 Personnel File**

Upon one (1) week notice, an employee, or the Secretary-Business Manager of the Union, or designate, with the written authority of the employee, shall be entitled to review the employee's personnel file. The review shall take place at the location where the file is maintained, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.

**9.03** 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.

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.

**9.04** 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.

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** For all employees, the first four-hundred-and-fifty (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.

### **10.02 Rejection during Probation**

A rejection during probation shall not be considered a dismissal for the purpose of Article 7.05. 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, and/or misconduct.

## **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 Workers' Compensation Act;
- d) paid sick leave; and
- e) approved leaves under Articles 26-32.

**11.03** Seniority can only be accumulated to a maximum of 1,950 hours per year.

**11.04 Promotion, Transfer, Demotion**

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

**11.05 Qualifying Period**

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

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job must do so within the first two (2) months of the qualifying period and shall return to the employee's former job without loss of seniority or benefits at the end of the qualifying period on the same basis as outlined in paragraph two (2) of this Section. Such

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employee may return to their former job sooner under the terms of this section with the agreement of the Employer.

**11.06** 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.

**11.07 Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with the length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- a) the employee must have been a regular employee for at least two (2) years of service seniority at time of termination.
- b) the resignation must indicate the reason for termination.
- c) the break in service shall be for no longer than two (2) years.
- d) the previous length of service shall not be reinstated until successful completion of the probationary period of employment.

Former employees who meet the conditions outlined above shall be considered an internal applicant when applying for re-employment.

**11.08 Military Service**

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

**11.09 Seniority Lists and Seniority Dates**

- a) The parties agree that there shall be one (1) seniority list.
- b) The seniority list shall include the employee's name, status, and hours of accumulated seniority. Seniority shall be defined

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as total accumulated hours, excluding overtime, but including:

- (i) All regular full-time or regular part-time – all scheduled regular paid hours (whether worked or on paid absences) plus the first twenty (20) days of any unpaid absence to maximum of one (1) FTE.
  - (ii) Casuals – all hours worked to a maximum of one (1) FTE.
- c) Seniority shall be calculated from the date the employee was hired.
  - d) The Employer agrees to make available to the Union in May and November an updated copy of the seniority lists, which will include the date of hire and seniority hours of any employees covered by this Agreement. The date of hire and seniority hours shall be subject to correction for error on proper representation by the Union within thirty (30) days of the posting of the lists.

**11.10 Termination of Employment**

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

- a) voluntary resignation;
- b) retirement;
- c) discharged for just cause;
- d) is absent from work by reason of layoff for more than six (6) months;
- e) if a laid off employee fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail or courier;
- f) employment abandoned
  - i. any employee who fails to report to work and does not notify their supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.
  - ii. an employee shall be afforded the opportunity to demonstrate that there was an acceptable reason for not having informed their supervisor.

- g) use of a leave of absence for purposes other than those for which the leave was granted.
- h) failure to return from an approved leave of absence without bona fide reason.

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

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

- a) The Employer agrees that all bargaining unit positions shall be posted at the worksite for a period of ten (10) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary-Business Manager or Union designate.
- b) Postings shall be open to any employee of the posted bargaining unit position's division.
- 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 out an application form stating they would be interested in applying for should a vacancy or new job occur during their absence.
- d) Temporary vacancies of thirty (30) days or longer duration shall be posted and filled under Section (a) above.

### **12.02 Float Positions**

- a) The Employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 12.01.
- b) The rate of pay shall be according to the job classification the Float position is covering.
- c) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs and locations and may be pre-scheduled to fill vacancies or as they occur.

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- d) It is understood that start and stop times may vary, so therefore this position will be exempt from Article 17.01 (a) – Scheduling Provisions.

**12.03 Information on Postings**

- a) All job postings shall indicate the following:
- date of posting and closing date of posting
  - work days and days off
  - hours of work and work area location
  - start date of position
  - summary of job description
  - summary of job duties
  - qualifications
- b) All postings shall also include a summary of job description/duties and qualifications and current work area for information purposes only.

The hours of work including stop and start times, days off, duties and work area may be subject to change provided that the change is consistent with operational requirements, the provisions of the Collective Agreement, and is not for arbitrary, discriminatory or in bad faith reasons.

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

**12.05** 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.

**12.06 Temporary Vacancies Less Than 30 Days**

- a) Notwithstanding Article 12.01, if the vacancy is a temporary one of less than thirty (30) calendar days, the position shall not be posted and instead shall be filled as follows:
  - i. in order of seniority, by qualified regular employees within their own division who have indicated in writing their desire to work additional hours;
  - ii. by casual employees
  - iii. if the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made;
- b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to Article 12.01.

**12.07** Two (2) copies of all postings shall be sent to a person designated by the Union within the aforementioned ten (10) calendar days.

**ARTICLE 13 - JOB DESCRIPTIONS**

**13.01** The Employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain job title, qualifications and summary statement of duties, and date prepared.

The said job descriptions shall be provided in writing to the Chief shop steward and Secretary-Business Manager or designate.

**13.02** Each regular employee shall be provided with a copy of the job description for their classification.

**13.03**

- a) In case of newly created classification or where an existing classification is changed to the extent that it becomes a new classification, the Employer will draft a new job description and

meet with the Union to discuss the appropriate remuneration. If agreement cannot be reached the issues may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description based on the relationship of the new classification to existing classifications in the bargaining unit.

- b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 3 of the grievance procedure to review the grievance. If an agreement cannot be reached the issues may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description based on the relationship of the new classification to existing classifications in the bargaining unit.
- c) Any decision to adjust the wage rate, either by the parties or the Board, shall be retroactive to the date the complaint was filed.

## **ARTICLE 14 - CONTRACTING OUT**

**14.01** 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.

### **14.02 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.

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In the event of any of the exceptions as noted above, the Employer will notify the Union, in a timely manner, functions they intend to contract out except where an emergency exists.

**ARTICLE 15 - REDUCTION IN WORKFORCE**

**15.01** The Employer will layoff employees in reverse order of seniority within the classification provided those retained have the ability to do the work.

No new employee will be hired until all those qualified employees with recall rights have been given the opportunity to return to work and have failed to do so.

**15.02 Reduction in Hours – Two weeks or less**

In the event of a reduction of hours of less than two (2) weeks, a regular employee may choose one of the following options:

- i) Accept the reduction in hours.
- ii) Accept the reduction in hours and be assigned available casual hours within their division ahead of casual call-in for work.
- iii) Elect unpaid leave or take vacation entitlement earned.

**15.03 Layoff/Reduction in Hours – Greater than two weeks**

The employee may elect one of the following options:

- i) displace a less senior employee where the employee has the ability to do the work.
- ii) be placed on the casual list or use their seniority rights for regular vacancies within the bargaining unit.
- iii) be placed on the recall list.
- iv) accept the reduction (not increase) in hours.

**15.04 Layoff Notice or Pay**

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

- i) After three months' service: one week pay or seven (7) days written notice;
- ii) After one year's service: two weeks' pay or fourteen (14) days written notice;
- iii) After three years' service: three weeks' pay or twenty-one (21) days written notice;
- iv) After four years' service: four weeks' pay or twenty-eight (28) days written notice;
- v) After five years' service: five weeks' pay or thirty-five (35) days written notice;
- vi) After six years' service: six weeks' pay or forty-two (42) days written notice;
- vii) After seven years' service: seven weeks' pay or forty-nine (49) days written notice;
- viii) After eight years' service: eight weeks' pay or fifty-six (56) days written notice.

**15.05 Recall Rights**

- i) Laid off regular employees shall retain recall rights for six (6) months.
- ii) Laid off regular employees shall be rehired in the reverse order they were laid off provided they have the ability to perform the duties of the work to be performed.
- iii) An employee recalled to work in a different classification from which they were laid off shall have the right of returning to the previous classification they held prior to layoff should it become vacant within six (6) months of their return to work.
- iv) Laid-off employees failing to report for regularly scheduled work within seven days of notification shall be considered to have terminated their employment. Employees required to give two weeks' notice to another Employer shall be deemed to be in compliance with the seven day provision.

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- v) When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall.
- vi) No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the ability to do the work available.

**15.06 Additional Posting Options**

- i) During the fourteen (14) day layoff notice period a laid off employee is entitled to notify the Employer that they are available for work.
- ii) A laid off employee who has exercised their rights pursuant to Article 15.06 (i) shall be considered for all jobs posted and may apply on job postings pursuant to Article 12.01 d.
- iii) All other layoff provisions continue to apply for employees electing additional options.
- iv) An employee who successfully posts into a new position shall be credited with all service and seniority earned prior to the layoff.

**15.07 Bumping**

- i) In a layoff, as per Article 15.03, the Employer shall supply to an employee and the Union designate a list of employees that may be bumped by the employee. The list of employees will include their seniority hours, classification, work area, work area location, hours of work and schedules, including days off. An employee must exercise their bump option within three (3) days of receiving the list.
- ii) The employee shall receive the rate of pay for the new position.

**15.08 Group Layoff – Expedited Bumping Process**

Prior to any group layoff notices being issued to employees, the Employer shall notify the Union and the Employer shall make

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every effort to ensure all existing permanent vacancies are posted and awarded pursuant to Article 12.

The Parties shall agree to a date or dates, (depending on the size of the group receiving lay-off notice), to have employees, in order of seniority, select an option as per Article 15.03, including selecting a bump choice if that is the option chosen.

The Parties shall make every effort to ensure affected employees are aware of and understand the process, their rights and responsibilities. The Parties shall work cooperatively to ensure the expedited process runs smoothly.

The Parties agree to use the following expedited bumping process when fifteen (15) or more employees are directly affected by a lay-off or when the parties agree.

1. Regular employees in positions which may be affected shall receive lay/off/displacement notice.
2. The Employer shall supply a list of regular employees in descending order of seniority, listing all positions in the bargaining unit that may be bumped and shall include the following information:
  - a. Employee's name
  - b. Employee's seniority
  - c. Employee's classification
  - d. Work area
  - e. Work area location
  - f. Hours of work
  - g. Work schedule, including days off
3. The Parties shall make every effort to schedule employees in order of seniority, with ten (10) minutes between each

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employee, to be at one of the Employer work sites to make their bump selection.

- i. Where an employee is unable to attend at the work area, it shall be arranged with that employee to be available by phone within a set time period.
  - ii. The Employer and Union shall arrange to have representatives at each affected work area with the master employee list as noted in section 2 above. One of these work areas shall be the central committee, in charge of coordinating the overall process.
  - iii. After each employee selection is made, all worksite representatives shall be made aware of the option selected and immediately update their master list.
4. After point 3 above is concluded, the master list shall be updated based on those selections. The Parties shall then identify the employees affected by the first round of bump choices.
  5. The Employer shall then issue lay-off notices to each employee, (whom have not already received such in point 1 above), whose position was bumped during the “first round”.
  6. The Parties shall take the time necessary to ensure all newly affected employees are aware of and understand the process, their rights and responsibilities. Then the Parties shall repeat the process found in sections 1 through 3 above, for this “second round” of laid off employees.
  7. The above process shall be repeated for “round 3” and any subsequent “rounds” necessary to complete the process.
  8. The process shall be completed and the Employer shall post and award all existing permanent vacancies as per Article 12 before any employees transfer to their new position (bump choice).

**ARTICLE 16 - TRAINING**

**16.01** 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.

**16.02** 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. Employee or Union concerns and issues about training shall be brought forward to the Union Management Committee for discussion.

**16.03** 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.

**16.04** 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.

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

**16.06 Orientation**

- a) The Employer shall solicit volunteers to orient new employees. Orientation involves 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 assigning for this purpose, the Employer shall first assign employees from this list.
- c) Impacts to workload shall be considered when making these assignments.

**ARTICLE 17 - SCHEDULING PROVISIONS**

**17.01**

- a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least 14 calendar days in advance of their effective date.
- (ii) The Employer may alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer's control. In such cases the shifts of the most junior qualified employee will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
- b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 19.
- d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs b) and c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- e) Employees may exchange shifts with the prior approval of the Employer.

**ARTICLE 18 - HOURS OF WORK**

**18.01 Continuous Operation**

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

**18.02 Hours of Work**

- a) The hours of work for each regular full-time employee covered

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by this Agreement, exclusive of meal times, shall be thirty-seven-point-five (37.5) to forty (40) hours per week, and the work shift shall be seven-point-five (7.5) or an equivalent mutually agreed to by the Employer and Union. It is understood that this does not constitute a guarantee of hours.

- b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- c) Employees shall 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.

**18.03 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.

**18.04 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.

### **18.05 Meal Allowance**

Subject to availability and applicability, employees are allowed an amount of food and drink for personal consumption during their shift, to be paid by the employee through an automatic payroll deduction in the amount of \$1.85. Employees can only opt in or out after 3 months. A list of excluded food and drink items will be posted on the bulletin board. Employees who do not wish to avail themselves of such food and drink shall notify the manager in writing. There is no obligation to consume such subsidized food and drink, and no payroll deduction shall be made in such circumstances.

## **ARTICLE 19 - OVERTIME**

**19.01** Employees, as defined in Article 8, that are requested to work in excess of the normal daily full shift hours as outlined in Article 18.02, or who are requested to work on their scheduled off-duty days:

- (1) One-and-one-half times ( $1\frac{1}{2} \times$ ) the employees regular hourly rate of pay for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double-time ( $2 \times$ ) thereafter. All overtime shall be authorized by the Manager or designate in advance.
- (2) A full-time employee who has worked their scheduled hours shall be paid at the rate of one-and-one-half times ( $1\frac{1}{2} \times$ ) the employee's regular hourly rate for all hours on a scheduled day off.

**19.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day

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off rescheduled.

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

**19.04** When an employee works a minimum of one (1) hour of overtime immediately before or following their scheduled hours of work, an employee shall have a fifteen (15) minute rest period with pay, where applicable depending on operational requirements. The said fifteen (15) minute rest period shall be taken within one-point-five (1.5) hours of the commencement of overtime. If the overtime extends to beyond two-and-one-half (2½) hours, the employee shall receive breaks in accordance with Article 18.03.

**19.05** Overtime shall be offered in order of seniority.

- a) All employees shall inform the Employer in writing if they wish to be called in for overtime.
- b) Employees on vacation or other leave shall not be entitled to overtime unless all other options are exhausted.

No employee shall be required to work overtime against their wishes when other qualified employees within the same classification are willing to perform the work. If no qualified employee is willing to work the overtime, it will be assigned to the most junior qualified employee.

**19.06** 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.

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**19.07** For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

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

**ARTICLE 20 - CALL BACK TO WORK**

Employees called back to work on their regular time off shall receive a minimum of two (2) hours pay at the applicable rate whether or not they actually commence work.

These employees shall receive a transportation allowance of fifty-two cents (\$0.52) per kilometer from the employee's home to the worksite and return, plus parking costs, if any. Alternatively, the Employer may arrange for transportation for the employee, at the Employer's cost.

**ARTICLE 21 - REPORTING PAY**

**21.01 Guaranteed Minimum Hours**

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

- a) four (4) hours pay at the employee's classified straight-time rate of pay if the employee commences work; or
- b) two (2) hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.
- c) Weather conditions excepted.

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If the reasons for suspending work on any day is due to weather conditions, the minimum reporting pay shall be two (2) hours at the employee's classified straight-time rate of pay.

**ARTICLE 22 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS**

**22.01** In cases where an employee is required, during a scheduled shift, to relieve in a higher rated job, the employee shall receive the hourly rate of the higher rated job for any and all hours worked.

If the employee is required to relieve in a higher rated position for one or more full shifts, they shall receive the higher rate for any and all hours worked.

**22.02** 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 23 - TRANSPORTATION ALLOWANCE**

**23.01** An employee who uses their own vehicle to conduct business at the request of the Employer shall receive an allowance of fifty-two cents (\$0.52) per kilometer.

**23.02** An employee will not be required to use their own motor vehicle to conduct business of the Employer.

**ARTICLE 24 - STATUTORY HOLIDAYS**

**24.01 Statutory Holidays**

a) Employees will be entitled to ten (10) statutory holidays and such other holidays as may be in the future proclaimed by either the provincial or federal governments:

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New Years Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada 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.
- d) **If an Employee is Required to Work on Statutory Holiday**  
An employee who works on a statutory holiday must be paid for that day:
  - (i) 1½ times the employee's regular wage for the time worked, and
  - (ii) an average day's pay, as determined using the formula in (b) above.

**24.02 Other Religious or Cultural Observances**

Employees who wish to take time off for cultural or religious holidays that are not recognized in Article 24.01 above may apply for an unpaid leave of absence under Article 30 – unpaid leave. All regular unpaid leave provisions will apply; however where two weeks' notice is not given due to the unpredictable nature of the cultural or religious holiday, then as much notice as possible shall be provided.

**24.03** Subject to operational requirements, the Employer shall make every effort to schedule either Christmas or New Years Day off for regular employees so requesting.

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

**24.05** 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.

**24.06** All employees scheduled to work on any of the statutory holidays as listed in Article 24.01 shall not have their normal hours of work reduced.

**ARTICLE 25 - VACATIONS**

**25.01** The vacation earning/accrual year shall be the employee's start date, to one year after start date (and then same dates each subsequent year), and the vacation year shall be April 1<sup>st</sup> to March 31<sup>st</sup> each year.

Employees with less than one (1) year of service shall be entitled to four percent (4%) vacation pay if they leave the service of the Employer prior to their first anniversary.

Employees with one or more years of service shall be entitled to annual vacations with pay on the following basis:

- a) Ten (10) working days per year commencing in the first (1<sup>st</sup>) year of employment, paid at four percent (4%) of gross earnings.
- b) Twelve (12) working days per year commencing in the fifth (5<sup>th</sup>) year of employment, paid at four-point-eight percent (4.8%) of gross earnings.
- c) 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.

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- d) Twenty (20) working days per year commencing in the eleventh (11<sup>th</sup>) year of employment, paid at eight percent (8%) of gross earnings.
- e) Twenty-five (25) working days per year commencing in the sixteenth (16<sup>th</sup>) year of employment, paid at ten percent (10%) of gross earnings.

**25.02 Vacation Period**

All regular employees shall be required to submit their annual vacation requests on an approved form in writing by January 31 each year. The Employer will respond in writing by February 15 and will post the approved vacation schedule on the bulletin board.

Any vacation requests submitted after January 31 will be dealt with in the order they are received; the Employer will respond in writing within fourteen (14) days and revised schedules will be posted as necessary.

**25.03 Vacation Pay**

Upon receipt of twenty-one (21) days written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of their vacation, an amount equivalent to their vacation being taken, up to the amount of vacation pay earned.

**25.04 Vacation Entitlement upon Dismissal**

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

**25.05 Reinstatement of Vacation Days – Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave for the duration of sickness or illness and the vacation period so displaced shall be added to the vacation period if

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requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**25.06 Vacation Credits Upon Death**

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

**25.07** Single vacation period which overlaps the end of a vacation year shall be considered as vacation entitlement for the vacation year in which it commenced.

**25.08** Casual Employees shall have their accrued vacation paid out on a bi-weekly basis.

**ARTICLE 26 - BEREAVEMENT LEAVE**

**26.01** 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 (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward, and any person permanently residing in the employee's household or with whom the employee permanently resides.

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.

Such bereavement leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacation. When bereavement leave of absence with pay is

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granted, any concurrent paid leave credits used shall be restored. An additional two (2) consecutive days without pay shall be granted to employees who are required to travel 300 kilometers or more (one-way) in order to attend the funeral.

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

**26.02** 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.

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

**ARTICLE 27 - SICK LEAVE, W.C.B, RETURN TO WORK**

**27.01** A regular employee shall be entitled to six (6) days (45 hours) sick leave per year.

Effective April 1, 2023 a regular employee shall be entitled to seven (7) days (52.5 hours) of sick leave per year.

If the provincial government passes legislation during the life of this Collective Agreement providing for government-funded sick leave/pay, or requiring Employer to provide paid sick leave/pay, the provisions will be considered inclusive of (and not in addition to) any such entitlement or obligation.

Employees may elect to have seventy-five percent (75%) of unused sick pay from the previous year paid out on January 17<sup>th</sup> of each year, (or the next working day, in the event that date is a weekend) or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more

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than the equivalent of one-hundred (100) hours of sick pay in their bank. Any amount above that amount must be paid out on January of each year.

In order to be entitled to pay sick leave, employees must complete the appropriate form and have it authorized by the immediate supervisor. Failure to meet this requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

**27.02** 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 any costs incurred, to a maximum of twenty dollars (\$20.00) if required by the Employer to prove sickness.

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

**27.04** 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.

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

**27.06** 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.

### **27.07 Workers Compensation Benefits**

- a) Employees shall receive directly from the WCB any wage loss benefits to which they may be entitled.
- b) While an employee is in receipt of WCB 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, benefits provided for in Articles 33 and 34 will continue to apply as if the employee is at work.
- c) The provisions of (b) shall also continue to apply to employees who are receiving WCB 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 Workers' Compensation 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 in accordance with Article 30 except that seniority shall continue to accrue based on regular hours and benefits will be maintained as provided for in Articles 33 and 34.

### **27.08 Transportation for Accident Victim**

If an employee is injured at work and requires assistance, transportation to the employee's home shall be provided by the Employer.

### **27.09 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.

### **27.10 Return To Work Programs**

- a) The parties recognize that prevention of injuries and

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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. The return to work program will recognize the specific needs of each individual employee.
- 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.

### **27.11 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:

- Implementing a duty priority list, in consultation with affected employee(s) where time permits;
- Re-assigning work, and/or;
- 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.

**27.12 Regular employees transferring to casual status are not entitled to access their sick leave benefits until such time as they may revert to regular status and will lose their banked sick leave credits upon termination of employment if their status is casual status at that time. Regular employees will also be paid out their banked sick leave credits upon termination of employment for any reason other than just cause.**

## **ARTICLE 28 - EDUCATIONAL LEAVE**

**28.01** The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.

**28.02** 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.

**28.03** 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 29 - JURY DUTY**

Any regular employee, who is required for jury selection, jury duty, 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 to a total of 10 (ten) days, 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 30 - UNPAID LEAVE**

### **30.01 General**

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

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

### **30.03 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 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.

### **30.04 Unpaid Leave – Union Business**

- a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a Bargaining Committee.
  - (4) members of the Union's Provincial Executive will be granted leave to attend regular provincial executive meetings.

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- b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

- d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (c) above. The Employer agrees to respond to the leave request within seven (7) calendar days and that any of the above leaves of absence shall not be unreasonably withheld.

### **30.05 Public Office**

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

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

## **ARTICLE 31 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **31.01 Maternity Leave**

- a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- b) Pregnancy shall not constitute cause for dismissal. Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of pregnancy benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- d) If an employee is unable or incapable of performing their duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

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- e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- f) Upon return to work, the employee shall return to their former position without loss of any entitlements providing a position still exists. If the position no longer exists, the employee will exercise bumping rights as per Article 15.07.

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

**31.02 Parental Leave**

Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks in the case of a birth mother who takes maternity leave under Article 31.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 51(2) of the *Employment Standards Act*.

Upon written request an employee shall be entitled to adoption leave of up to sixty-two (62) consecutive weeks without pay.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the total parental or adoption leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to one (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

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Leave taken under this clause shall commence:

In the case of the mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption:

In the case of the other parent, following the adoption or the birth of the child and concluding within the seventy-eight (78) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

**31.03** Seniority and continuous service will continue to accumulate during the full period of maternity, parental or adoption leaves. Benefit coverage will be maintained, with employees continuing to pay their share, if any, for the time of the maternity, parental and adoption leave.

**31.04** Upon returning to work from maternity, parental or adoption leave under this Article, the employee shall continue in their former position, without loss of perquisites. If the position no longer exists, the employee will exercise bumping rights as per Article 15.07.

**ARTICLE 32 - FAMILY RESPONSIBILITY LEAVE**

Employees shall be entitled to Family Responsibility Leave benefits as outlined in Section 52 of the *Employment Standards Act*.

Any leave taken under this article will not be counted towards accumulation of 20 unpaid leave days in Article 30.03 – Unpaid Leave Affecting Seniority and Benefits.

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

- The care, health, or education of a child in the employee's care, or
- The care of health of any other member of the employee's immediate family (immediate family means spouse, child, parent, guardian, sibling, grandchild, or grandparent of an employee, and any person who lives with the employee as a member of the employee's family).

**32.01 Leave Respecting the Disappearance of a Child**

Employees are entitled to an unpaid leave of up to the maximum set out in the *Employment Standards Act* 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 end will leave immediately.

**32.02 Leave Respecting Death of Child**

An employee whose child under 19 years of age dies is entitled to up to the maximum set out in the *Employment Standards Act* of unpaid leave of absence from work, starting as of the dated of death or after the child who has disappeared is found deceased.

**Benefits Coverage**

Seniority and continuous service will continue to accumulate during the full period of *Employment Standards Act* leaves. The Employer shall maintain the employee's benefit coverage during *Employment Standards Act* leaves provided the employee maintains their share of the cost of the plan.

**ARTICLE 33 - BENEFIT PLANS**

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

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a six (6) 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 the same, pursuant to Appendix "B" to a benefit provider. The benefit 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 shall provide each employee with a comprehensive summary of the benefit plan coverage within twenty-eight (28) calendar days of the effective date of coverage.

Benefits for employees at age 65 to 75 shall be continued 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.

**33.02 Changes in Plan Subject to Negotiation**

The Health and Welfare Benefit entitlements and cost sharing as set out in this Agreement shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of both parties.

**33.03 Health and Welfare Benefits Plan Information and Administration**

- a) The Employer shall provide copies of the benefit booklet and administrative 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 at each work area.

**Appendix B**

**Summary of Benefits**

BC Medical Plan	60% of the premium paid by Employer
Life and AD&D Insurance	\$25,000 coverage 100% Employer paid
Dental Plan	Basic Prevention Coverage No deductible 90% reimbursement Annual maximum unlimited Level 1&2 combined White fillings to be covered 75% Employer paid
Extended Health Care including Hospitalization and Prescription Drugs	Semi-private coverage \$2,000 per year maximum per dependent and overall \$100,000 EHC lifetime maximum. 75% Employer paid
Eye Exams	<u>\$75</u> - every 24 months
Vision Care	<u>\$250</u> per Employee every 24 months

**ARTICLE 34 - GROUP LIFE INSURANCE**

Parties agreed to maintain status quo.

**ARTICLE 35 - WORK CLOTHING AND EMPLOYER PROPERTY**

**35.01 Uniforms**

- a) The Employer shall supply an appropriate number of uniforms including shirts, pants and hair covering and aprons, if required. The Employer shall replace uniforms as required due to wear and tear. Appropriate change rooms will be supplied when employees are required to change clothing at work. Where change rooms are not available the Employer shall discuss the matter with the client.
- b) The Employer shall supply and maintain nametags for employees who are required to wear same.

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

**35.03 Protective Clothing, Equipment and Supplies**

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.

All such clothing, tools and equipment shall be maintained and replaced at Employer's expense.

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All such clothing, tools and equipment shall comply with applicable Workers Compensation Board regulations concerning the same.

**ARTICLE 36 - MORE FAVOURABLE RATE**

No employee who is at present receiving a more favourable rate than is specified herein shall incur a reduction in such rate unless a reduction in such was negotiated.

**ARTICLE 37 - PAY DAYS**

Employees shall be paid by direct deposit biweekly subject to the following provisions:

- a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions.
- b) When a payday falls on a non-banking day, the pay cheque shall be given prior to the established payday, where possible.
- c) Annual vacation pay - see Article 25.
- d) Where significant payroll error is identified, and the employee brings the issue to the attention of the manager, the following shall apply:
  - If the money owed is less than one-hundred dollars (\$100), the pay shall be added to the next pay period.
  - If the money owed is one-hundred dollars (\$100) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within five (5) business days.
- e) The statements given to employees with their pay cheques will include the accrued vacation hours and sick leave credits earned.

**ARTICLE 38 - VACCINATION, INOCULATION AND CRIMINAL RECORD CHECK**

**38.01 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.

**38.02 Criminal Record Checks**

An employee or applicant for employment shall, at the Employer's request, 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.

**ARTICLE 39 - OH&S**

**39.01 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

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governed in accordance with the provisions of the Industrial 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 employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

**39.02** 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.

**39.03** 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 Industrial Health and Safety Regulations.

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

**39.05 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.

**39.06 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

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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.

**39.07 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 40 - PRINTING OF 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.

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

**ARTICLE 41 - VARIATIONS**

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

**ARTICLE 42 - 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.

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

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

**ARTICLE 43 - EFFECTIVE AND TERMINATING DATES**

The Agreement shall be effective from November 13, 2020 and shall remain in force and be binding upon the parties until November 12, 2023 and from year to year thereafter, unless terminated by either party on written notice within four (4) months immediately preceding the expiry of this Agreement.

**ARTICLE 44 - WAGE SCHEDULES, SHIFT PREMIUMS AND RETROACTIVE PAY**

**44.01 Wages**

Wages shall be in accordance with Appendix A.

**44.02 Non-Slip Shoe Premium**

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

**ARTICLE 45 - RRSP**

**RRSP**

All employees shall have the option of enrolling in the Employer's existing WestCana Services Inc. Group RRSP Plan. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:

- i) 1% of regular earnings; or
- ii) 2% of regular earnings.

Employee contributions shall be through payroll deduction. The Employer will administer the Plan.

Employees may opt in or out of the plan, or increase or decrease their contribution levels, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.

The Employer will ensure that all new eligible employees are informed of the option to enroll in the plan.

## **CASUAL ADDENDUM**

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 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. 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.

## **CASUAL CALL-IN PROCEDURES**

- a) 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

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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.

If any casual employees are at work, the Employer will make every effort to approach the employee to advise them of the vacancy and 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 with 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.

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- Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
  - A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill 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 may be removed from the casual seniority list.
- b) 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.

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**APPENDIX A  
Wage Rates**

Wage Rates for WestCana Services Inc. at Shannon Oaks Employees.

<b>Classification</b>	<b>Current Rate</b>	<b>Jan 1,2022 4.5%***</b>	<b>Jan1,2023 2.0%***</b>
Laundry Housekeeping Aide Servers	\$16.91	\$17.67	\$18.02
Lead Hand *	\$18.11	\$18.92	\$19.30
Cook's Helper	\$18.11	\$18.92	\$19.30
Cook **	\$22.20	\$23.20	\$23.66

\* Hours worked as a Lead Hand will be paid at the Lead Hand wage.

\*\* Market adjustment made to Cook wage rate in 2019 from \$19.91 to \$22.00.  
Market adjustment made to Cook wage rate in 2021 from \$22.00 to \$22.20.

\*\*\* General wage increases applied to classifications not subject to SSO wage levelling:

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 10.01.

Any employee who has a wage rate above that of the Collective Agreement rate shall have their rate maintained until such time as the Collective Agreement rate exceeds their rate, provided that the employees does not change classifications.

- Signing Bonus: All employees employed on the date of ratification will receive a one-time signing bonus to a maximum of \$700, pro-rated based on the percentage of full-time hours (1,950 hours) worked in the one-year period preceding January 1, 2022, and less required statutory deductions.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**WESTCANA SERVICES INC.  
SHANNON OAKS**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Article 3.04 Managers Excluded from Bargaining Unit Work**

It is understood that, notwithstanding the exclusions for managers doing bargaining Unit work as outlined in Article 3.04, that the Chef/Manager only is a Working Manager and that there will not be more than one Working Manager in this location.

In the event of a function, catering or special occasion, the Employer may have an additional working manager upon prior notification to the Union.

**SIGNED ON BEHALF OF  
THE UNION:**



**Maria Rodriguez**  
HEU Negotiator

02/AUGUST/2022  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Grady Tyler**  
Chief Spokesperson

9/16/22  
**Date Signed**

LETTER OF UNDERSTANDING #2

WESTCANA SERVICES INC.  
SHANNON OAKS

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 rates 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

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

02/AUGUST/2022  
\_\_\_\_\_  
Date Signed

9/16/22  
\_\_\_\_\_  
Date Signed

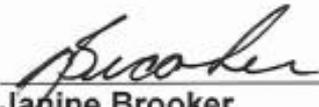
WestCana Services Inc. (Shannon Oaks) / Hospital  
Employees' Union - November 13, 2020 to November 12, 2023

**SIGNED ON BEHALF OF  
THE UNION:**

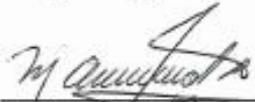
**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Maire Kirwan**  
Private Sector Coordinator

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

  
\_\_\_\_\_  
**Janine Brooker**  
Director of Private Sector  
Bargaining

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

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

\_\_\_\_\_  
**Eliza Bolanos**  
Bargaining Committee

\_\_\_\_\_  
**Sashi Kumar**  
Bargaining Committee

02/AUGUST/2022  
\_\_\_\_\_  
**Date Signed**

20 Sept 2022  
\_\_\_\_\_  
**Date Signed**