

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SIMPE 'Q' CARE INC.  
WEXFORD CREEK SENIORS COMMUNITY  
(the "Employer")**



**And**

**THE HOSPITAL EMPLOYEES' UNION  
(the "Union")**



**July 28, 2021 – December 31, 2023**

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## **ARTICLE 1 – PURPOSE**

The Union and the Employer recognize the need for an efficient cost-effective operation, and together the parties will ensure the provision of a high-level of resident care and services.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

### **2.01 Sole Bargaining Agency**

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

### **2.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the bargaining unit, including newly hired employees, shall become members of the Union by the first day of the third pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

Article 7 - Grievance Procedure

Article 7.06 - Dismissal/Suspension for Alleged Cause

### **2.03 Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues,

***Simpe 'Q' Care Inc. at Wexford Creek Seniors Community/  
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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 within two (2) weeks of the end of each month.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

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

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

In January and June, the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses, home telephone numbers, cell phone numbers (if known to Employer) and email address (if known to Employer) to [memberupdates@heu.org](mailto:memberupdates@heu.org).

**2.04 Disclaimer/Indemnity**

The Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions or charges brought against



the Employer by an employee as a result of deductions made in accordance with this Article.

## **2.05 Induction**

The Employer shall provide a copy of this Agreement to newly hired employees within the first fourteen (14) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

## **2.06 Shop Stewards**

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

- 1) Shop Stewards may be appointed by the Union on the basis of a minimum four (4) Shop Stewards, and two (2) alternate Shop Stewards.
- 2) The Employer is to be kept advised of all Shop Steward appointments.
- 3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- 4) When the absence of more than one (1) Shop Steward or Union Committee member shall unduly interfere with the Employer's operations, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- 5) When a Shop Steward or Union Committee member is the only employee on duty and where their absence would unduly interfere with the Employer's operations, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

## **2.07 Notice of Union Representative Visits**

The Union shall inform the Employer in advance when a Union

representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt the operation of the facility.

## **2.08 Bulletin Boards**

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

## **ARTICLE 3 – DEFINITIONS**

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

A regular full-time employee is one who works an average of thirty-five (35) hours per week and seven-point-five (7.5) hours per day on a regularly scheduled basis. Regular full-time employees are entitled to all benefits outlined in this Collective Agreement and accumulate seniority on hourly basis.

For Example:

Employees working 4 days on – 2 days off, 7.5 hours/day on a regularly scheduled basis shall be considered full-time for the purpose of application of the Collective Agreement.

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

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

### **3.03 Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee, or as outlined in Article 30.01. Casual employees accumulate seniority on hourly basis.

### **3.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7, Grievance Procedure.

**3.05** Where the singular term or pronoun is used in this Agreement, it shall be considered interchangeable with, and the same as, the plural term or pronoun, unless otherwise stated.

**3.06** Whenever the term "day" is used throughout this Agreement, it shall mean calendar day unless specifically noted differently, since the Employer operates on a twenty-four (24) hour, seven (7) day per week basis.

### **3.07 Savings Clause**

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union recognizes that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer's facilities as well as direct the employees. The functions of the Employer include, but are not limited to, the following:

- a) maintain order, discipline, and efficiency;
- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall, suspend, or otherwise discipline employees;

- c) determine the work to be done, including the location, methods, work assignments, including the right to decide the number of employees needed; and the schedule for the performance of such work;
- d) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees. The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards or by general distribution, provided such rules are not in conflict with this Agreement or applicable legislation.

## **ARTICLE 5 – DISCUSSION OF DIFFERENCES**

### **5.01 Union Committee**

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

The time spent by Shop Stewards or Union Committee Members in the course of their duties shall be considered as time worked or paid at straight-time wages and shall not be subject to Article 10 of the Collective Agreement.

### **5.02 Joint Consultation Committee**

- a) There shall be a joint Union-Management Committee composed of two (2) representatives appointed from the Union and two (2) representatives appointed from Management. The Committee shall meet no less than once every three (3) months, unless mutually agreed otherwise.
- b) The Union and the Employer are committed to a process of working together with the common goal of anticipating and resolving mutual problems and improving their day to day

working relationship. The parties will also discuss the quality of resident services and make recommendations to improve the services.

Responsibilities of the Committee shall be to make recommendations to the Union and Employer on matters relating to the promotion of workplace productivity, development of work related skills and the maintenance of good relations between the parties.

- c) Employees attending joint Union-Management Committee meetings shall suffer no loss of wages or benefits, or be paid wages at straight-time only.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

In view of the orderly procedure established by this Agreement for the processing of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-down or stoppage, either complete or partial, and the Company agrees that there will be no lockout.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Grievances**

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

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

## **7.02 Grievance Procedure**

Grievances shall be processed in the following manner:

### **Step One (1)**

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Employer representative within ten (10) calendar days of the grievance. The parties shall make all reasonable efforts to resolve the grievance. The Employer representative shall respond within seven (7) days of the step one (1) meeting. If the grievance is not settled at this step then;

### **Step Two (2)**

Within fourteen (14) days of the Employer's response at step one, the grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented at a meeting to the Employer representative by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Employer representative shall give their written reply. If the grievance is not settled at this step, then;

### **Step Three (3)**

The Union Committee and representatives appointed by the Employer shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days.

## **7.03 Union Representation**

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work. The Shop Steward, Union Committee Member or employee shall obtain the permission of their immediate supervisor or designate, prior to

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

#### **7.04 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to Article 2.06.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

No meeting shall take place under this Article without reasonable advance notice being given to the employee, provided this does not result in an undue delay of the appropriate action being taken.

#### **7.05 Right to Grieve Disciplinary Action**

Employees shall have the right to grieve disciplinary action. An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action.

#### **7.06 Dismissal/Suspension for Alleged Cause**

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

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

### **7.07 Time Limits**

Grievance time lines can be extended in writing and by mutual agreement.

Any grievance, which is not processed within the prescribed time limits shall be subject to a claim of abandonment. Neither party shall be deemed to have prejudiced its position on any future grievance.

### **7.08 Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, Chris Sullivan, Judi Korbin, Vince Ready, Rick Coleman, Mark Atkinson, Elaine Doyle or a substitute agreed to by the parties, shall by the mutual agreement of the parties:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

The parties shall jointly bear the cost of the Troubleshooter.



## **7.09 Expedited Arbitration**

The grievance may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedures shall apply:

- (1) As the process is intended to be informal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (4) Where mediation fails or is not appropriate, a decision shall be rendered as contemplated herein.
- (5) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (6) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (7) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (8) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from Chris Sullivan, Judi Korbin, Vince Ready, Rick Coleman, Mark Atkinson, Elaine Doyle or any other arbitrator mutually agreed upon.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.

## **ARTICLE 8 – ARBITRATION**

### **8.01 Composition of Board**

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

List of Arbitrators:

1. Chris Sullivan
2. Judi Korbin
3. Vince Ready
4. Rick Coleman
5. Mark Atkinson
6. Elaine Doyle

The parties, by mutual agreement, may amend the list of arbitrators or agree to a substitute to the listed arbitrators at any time.

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

### **8.02 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

### **8.03 Expenses of Arbitration Board**

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board, and each party shall bear the expenses of its participants and witnesses.

## **ARTICLE 9 – HOURS OF WORK**

### **9.01 Continuous Operation**

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

### **9.02 Hours of Work**

- a) The provisions of this Article shall not be considered a guarantee as to the hours per day, number of days per week, nor a guarantee of work schedules.

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be an average of thirty-five (35) hours per week and seven-point-five (7.5) hours per day.

In the event that the Employer changes the shift scheduled hours of work as noted above, they will notify the Union and the employees a minimum of 90 days in advance and will make every effort to maximize full-time positions.

- b) Regular employees shall receive no less than two (2) consecutive rest days off each week, otherwise overtime rates shall be paid in accordance with Article 10.

### **9.03 Rest and Meal Periods**

An unpaid meal break of thirty (30) minutes shall be provided for each shift of five (5) or more hours. Employees working a full shift of seven (7) or more hours shall receive a paid fifteen (15) minute break in each half of their shift. Employees working shifts of four (4) hours to six-and-a-half (6.5) hours shall receive one paid fifteen (15) minute break.

All employee breaks should be taken in a designated staff area. Employees are required to remain in the facility during paid breaks. If the Employer requires an employee to stay on site during their meal period, they shall be paid for that meal period at their basic rate of pay.

#### **9.04 Scheduling Provisions**

- a) Work schedules covering a six (6) week period shall be posted fourteen (14) days in advance. The Employer reserves the right to alter the schedule if the affected employee is given fourteen (14) days' notice. If an employee's scheduled hours are changed with less than fourteen (14) days' notice the employee shall be paid at one-and-one-half times (1.5 x) their hourly rate for the notice period. Shift hours may change for operational reasons with reasonable notice.

The Master Roster will be posted. It is understood that the actual schedule may vary from the Master Roster as scheduling requirements necessitate.

- b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 10.
- d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for the employee requesting the change.
- e) Any requests made for days off after the schedule is posted may be done by mutual shift exchange and prior approval by

the Care Manager or designate. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.

- f) An employee reporting for work at the call of the Employer and where no work is available shall be paid a minimum of 2 hours pay at their regular rate of pay.
- g) Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked. If such staff meeting causes an employee to work more than eight (8) hours in a day, the overtime provisions of this agreement shall apply.

## **ARTICLE 10 – OVERTIME**

**10.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 9.02, or who are requested to work on their scheduled off-duty days shall be paid:

- 1) One-and-one-half times (1½ x) the employee's regular hourly rate for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double-time (2x) thereafter.
- 2) Full-time employees who are required to work on their scheduled days off shall be paid at time-and-one-half (1½ x) for the first four (4) hours and double-time thereafter.

**10.02** An employee scheduled to work on a statutory holiday which calls for a premium rate of pay as provided at Article 11, Statutory Holidays, and who works overtime, shall be paid overtime at the rate of time-and-one-half (1½ x) the premium statutory holiday rate of pay for all hours worked beyond eight (8) hours in that day.

**10.03** Overtime shall be compensated either in cash or time off. This must be specified in writing to the Care Manager by the employee by the end of the current pay period, and if not done so,

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will be compensated by cash. Time off shall be scheduled at a mutually agreeable time. Overtime shall be paid on the pay day following the pay period in which it was earned.

**10.04** When an employee is requested to work a minimum of two (2) hours after their regularly scheduled shift, they will be entitled to a fifteen (15) minute paid break between the shifts. If the overtime extends to beyond three (3) hours, the employee shall receive breaks in accordance with Article 9.03.

**10.05** When an employee is requested to work overtime before or after their regularly scheduled shift, or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency.

**Emergency defined:**

Means fire, flood, epidemic as declared by a Health Authority, civil unrest or insurrection, act of war or any other force majeure.

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

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

Where the overtime shift is for less than 4 hours, the overtime shift will be offered to qualified employees already working on the unit, in order of seniority. If there are no employees on the unit willing to work the overtime shift, the work will be offered to qualified employees already at work, in order of seniority. If there is nobody in the workplace, the Employer will call other employees in order of seniority.

Where the overtime shift is for more than 4 hours and when vacancy is known less than 2 hours in advance of the shift (or 3

hours in advance, until electronic scheduling is introduced), the overtime will be offered to employees at the workplace in order of seniority.

### **10.08 Call-Back**

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.

## **ARTICLE 11 – STATUTORY HOLIDAYS**

**11.01** Regular full-time employees are entitled to eleven (11) paid Statutory Holidays and such other holidays as may be in the future proclaimed by the Provincial Government.

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

**11.02** Part-time employees who have worked at thirty (30) days with the Employer, are entitled to eleven (11) Statutory Holidays and such other holidays as may be in the future proclaimed by the Provincial Government.

**11.03** Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) in addition to a day's pay.

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

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

## **ARTICLE 12 – ANNUAL VACATION**

**12.01** During each year of continuous service in the employ of the Employer, a regular full-time or regular part-time employee shall earn entitlement to a vacation with pay.

**12.02** All regular employees shall be credited for and granted vacation earned up to July 1<sup>st</sup> each year, on the following basis:

- a) New employees who have been continuously employed at least six (6) months prior to July 1<sup>st</sup> will receive vacation time based on total completed calendar months employed to July 1<sup>st</sup>.

New employees who have not been employed six (6) months prior to July 1<sup>st</sup> will receive partial vacation after six (6) months served, based on total calendar months' service based on the total completed calendar months employed at July 1<sup>st</sup>.

- b) Employees will one (1) or more years of continuous service shall have earned vacation with pay as set out in Article 12.03.

**12.03** The rate at which such entitlement is earned shall be earned as follows:

- c) during the first (1<sup>st</sup>) to fifth (5<sup>th</sup>) years of employment, an employee earns a vacation of fifteen (15) working days at 6.12% vacation pay;
- d) during the sixth (6<sup>th</sup>) and subsequent years of employment, an employee earns a vacation of twenty (20) working days at 8% vacation pay.

**12.04** Vacation time shall not be carried over from year to year. In special circumstances, employees may request a vacation



carry over which will be considered on a case by case basis and shall not be unreasonably withheld.

### **12.05 Vacation Scheduling**

- a) The deadline for submission of Vacation Requests for the current calendar year is January 31<sup>st</sup> of the current calendar year.
- b) Every attempt shall be made to accommodate each employee's vacation choice subject to operation requirements.

Where two employees choices conflict, seniority shall be the deciding factor.

The Employer shall post the vacation schedule by March 1<sup>st</sup>.

- c) Employee vacation requests submitted after March 1 shall be accommodated on a first come first served basis, subject to operational requirements. The Employer will make every reasonable effort to respond to such requests as soon as possible but in any event, the Employer will respond no later than 21 days from the request. Approved vacation will be added to the posted vacation schedule.

### **12.06 Vacation Pay**

Vacation pay shall be paid to all regular full-time and regular part-time employees in accordance with the regular payroll schedule.

**12.07** Employees who have commenced their annual vacation shall not be called back to work, except in cases of emergency. If such occurs, an employee shall receive double (2.0x) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

**12.08** The Employer shall send a monthly email to each employee with the respective vacation balances.

## **ARTICLE 13 – PROBATIONARY EMPLOYEES**

**13.01** For the first three (3) calendar months of continuous service with the Employer, a full-time or part-time employee shall be a probationary employee. Casual employees shall serve a probationary period of four-hundred-and-eighty (480) hours or six (6) months, whichever comes first. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension.

**13.02** The Employer may suspend, discipline, or discharge a probationary employee for employment related reasons. The Employer agrees that it will not act in bad faith in the suspension, discipline or discharge of a probationary employee.

**13.03** An employee who terminates their employment with the Employer after completing their probation period and is rehired within one (1) year in the same position/classification that they left, shall receive the end of probation rate upon their return, and shall not be required to re-serve the probation period, however their seniority shall commence from their most recent hire date.

## **ARTICLE 14 – SENIORITY**

### **14.01 Seniority Defined**

Seniority shall be defined as the total eligible hours accumulated from the employee's date of hire.

### **14.02 Seniority Lists**

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

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

- a) voluntary resignation;
- b) discharge for cause;
- c) layoff in excess of twelve (12) months;
- d) absence from work without approved leave being granted by, or a satisfactory explanation being given to the Employer for an absence for three (3) working days or more.

## **ARTICLE 15 – JOB CLASSIFICATION AND RATES OF PAY**

### **15.01 Job Descriptions**

- a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit. Each employee shall be provided with a copy of the job description for their position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.
- b) Job descriptions shall contain the job title, qualifications and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

### **15.02 Notice of New Positions**

Where a new job classification is required, the wage rate for the new classification shall be established by the Employer, and written notice shall be given to the Union. The classification and wage rate shall be considered agreed unless the Union objects within thirty (30) days of notification.

### **15.03 Notice of Changed Positions**

In the event that the Employer is required to introduce significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any. Should the Union object to the proposed wage rate, such objection

to the wage rate must be made in writing, within thirty (30) days of notification by the Employer. If no written objection is received by the Employer, the wage rate shall be considered agreed to.

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

### **15.05 Relieving Lower-Rated Positions**

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

## **ARTICLE 16 – FILLING JOB VACANCIES**

**16.01** The Employer shall post notice of vacancies with duration of one (1) calendar month or more for a period of one (1) week. A job posting shall contain the following information: job position/classification, a summary of the duties, the required qualifications, the hours of work including days off, the wage scale, work area and commencement date.

### **16.02 Temporary Vacancies less than 30 Days**

- a) Notwithstanding clause 16.01, 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 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 clause 16.04.

**16.03** The Employer shall also consider applications from those employees who are absent from their normal places of employment because of an approved leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

**16.04** The Employer may delay the implementation of an awarded position if the successful applicant cannot leave their current position without adversely affecting the operations of the Company. In such case the Employer may temporarily fill the vacancy until such time as another employee has been trained to replace the applicant in their current position. The Employer shall make every effort not to exceed thirty (30) days, but reserves the right to extend up to a further thirty (30) days.

**16.05** The Employer will post the name of the successful applicant within three (3) calendar days of awarding the position.

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

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

### **16.08 Selection Criteria**

In selecting a successful candidate for a vacancy, seniority shall be the determining factor only when the following factors are relatively equal between two or more applicants: relevant experience, education, skills and abilities, past performance, attendance, and the outcome of the job-posting interview.

Employees will be considered relatively equal if their final selection scores are within fifteen percent (15%) of each other.

### **16.09 Trial Period**

The successful applicant to a regular job vacancy shall be placed on a trial period of three (3) months, during which the employee's performance shall be reviewed regularly and the findings of the reviews shall be shared with the employee without undue delay. In the event that the employee proves unsatisfactory, or if the employee wishes to be relieved of the job during the trial period, the employee shall be returned to their previous position and pay rate. 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.

### **16.10 Temporary Promotion or Transfer**

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

**16.11** Employees who post into a temporary vacancy shall not be eligible for any further temporary job postings within the first ninety (90) days working in the temporary position.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE**

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

**17.02** The Employer and the Union shall meet within twenty-one (21) days of the date of the notice. The parties will make every reasonable effort to reach a labour adjustment agreement.

## **ARTICLE 18 – LAY-OFF AND RECALL**

**18.01** A layoff shall be defined as a cessation of employment, the elimination of a job, or a reduction in the hours of work of a position by one hour a day or more.

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

- i. one (1) weeks' notice after (3) three consecutive months of employment;
- ii. two (2) weeks' notice after twelve (12) consecutive months of employment;
- iii. three weeks' notice, after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.

### **18.03 Bumping**

It is agreed that in instances where a job is eliminated or hours reduced by one hour a day or more, an employee may choose one of the following options:

- a) an employee may accept the reduction in hours;
- b) an employee may accept the layoff or reduction in hours and be placed on the casual call in list and be placed on the recall list;
- c) be placed on the recall list;
- d) bump a junior employee provided the employee possesses the qualifications, skill and ability to perform the job of the less senior employee. The Employer shall supply to the employee and the Union a list of all employees that may be bumped by the employee. Bumping rights must be exercised by providing written notice to the Employer as soon as possible but no later than 48 hours after receiving notification of layoff.

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

**18.05** Laid off regular post probation employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be recalled, if the employee possesses the qualifications, skills and ability to do the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within five (5) days of the date of receipt of notification by registered mail to the employee's last known address shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the five (5) day provision. However, such employees shall notify the Employer of their intentions to return to work within five (5) days of notification.

**18.06** Where a notice of displacement or lay-off actually results in a lay-off, prior to the lay-off becoming effective, two (2) copies of such notice shall be sent to the local union designate.

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

## **ARTICLE 19 – PAID/SICK LEAVE**

**19.01** On January 1<sup>st</sup> of each calendar year, a regular full-time employee who has successfully completed probation shall receive an credit of 35 hours of paid leave.

**19.02** Paid sick/leave credits will accrue up to a maximum of 80 hours per year. When an employee has more than 80 hours of unused paid/sick leave credits, the number of hours in excess of 80 shall be paid to current employees on December 31 of each calendar year. The pay out of the unused credits to for shall be made by January 31<sup>st</sup> of the following year.



**19.03** Paid/sick leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical/dental appointments and special leave.

**19.04** After an employee has completed the probationary period, the employee shall be granted a pro-rated amount of credit for paid leave from their date of acquiring permanent status. However, the paid leave credits shall not be applied retroactively to their hire date.

**19.05**

- (i) Part-time employees shall be granted paid/sick leave credits on a pro-rated basis in accordance with hours worked.
- (ii) Part-time employees who post into a temporary vacancy will accumulate paid/sick leave in accordance with the hours of the temporary position.

**19.06** An employee reporting absent shall do so to the Employer as soon as possible before the start of their shift in order that a replacement may be arranged for or duties redistributed. Failing to do so, the employee shall be considered absent without leave.

**19.07** Subject to the above, an employee granted paid leave shall be paid, for regularly scheduled shifts absent due to illness or disability, medical/dental appointments, and illness in the immediate family requiring the employee's personal attention, and the number of hours thus paid shall be deducted from their accumulated paid leave credits up to the total amount of their available credits at the time the leave commenced. Employees may use paid leave or unpaid at their discretion until July 31<sup>st</sup> of each year after which the Employer may require the use of paid leave rather than unpaid leave.

**19.08** Employees who are off because of sickness or accident shall at the expiration of paid 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 provided that the request is reasonable. An employee may be required to provide satisfactory proof of the reasons for an absence if all paid leave credits have been used and/or provide a medical opinion as to the expected date of return to work.

The Employer's decision for further leave of absence without pay shall be in writing.

**19.09** WorkSafe BC leave with pay shall be granted for the one (1) day or less of the accident not covered by WorkSafe BC.

**19.10** Casual employees are not eligible for paid leave credits.

**19.11** The Employer shall send a monthly email to each employee with the respective balances of paid/sick leave.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

**20.01** Regular employees shall be granted up to three (3) days of paid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, father-in-law, mother-in-law, step-parent, step-child, stillborn child (loss of pregnancy after twenty (20) weeks), or any other person living in the same residence as the employee.

One day of the above entitlement may be saved for use on the date of interment (including funeral, wakes, or other celebrations of life).

**20.02** Regular employees shall be granted up to three (3) days unpaid leave upon written notification, on a Simpe 'Q' Leave Request form, in the event of the death of any extended family of the employee, not specifically mentioned in 20.01.

**20.03** An additional two (2) consecutive work days without pay may be granted to employees who are required to travel in order to attend the funeral. Paid leave credits may be used by an employee for travel to attend the funeral.

#### **20.04 Compassionate Care Leave**

Regular employees shall be granted compassionate care leave in accordance with the *Employment Standards Act*.

### **ARTICLE 21 – UNPAID LEAVES**

**21.01** Employees requesting a leave of absence shall be made in writing to the Care Manager or their Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

#### **21.02 Family Responsibility Leave**

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

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

#### **21.03 Leave Respecting Disappearance of Child**

An employee is entitled to a leave of absence without pay for the disappearance of a child as outlined in the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits provided for in Article 21.11.

#### **21.04 Leave Respecting Death of Child**

An employee is entitled to a leave of absence without pay for the death of a child as outlined in the *Employment Standards Act*.

There will be no interruption in the accrual of seniority or eligibility for benefits provided for in Article 21.11.

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

An employee is entitled to a leave as outlined in the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits provided for in Article 21.11.

### **21.06 Maternity / Parental / Adoption Leave**

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than thirteen (13) weeks before the expected birth date, and must end no earlier than six weeks after the birth date unless the employee requests a shorter period.

If pregnancy leave is requested after the birth of a child, the employee is entitled to up to seventeen (17) consecutive weeks of leave beginning on the date of birth.

If pregnancy leave is requested after termination of a pregnancy, the employee is entitled to up to six consecutive weeks of leave beginning on the termination date.

An initial period of leave may be extended by up to six consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

An Employer may request a doctor's or nurse practitioner's note stating the expected or actual birth date or termination date or reasons for requesting additional leave.

If an employee on leave asks to return from leave earlier than six weeks after the birth, an Employer may require the employee to provide a doctor's or nurse practitioner's certificate stating the employee is able to resume work.

### **21.07 Parental and Adoption Leave**

A birth parent who takes pregnancy leave is entitled to 61 consecutive weeks of unpaid parental leave. A birth parent must begin their parental leave immediately after their pregnancy leave ends, unless they and the Employer agree otherwise.

A birth parent who does not take pregnancy leave and other parents are entitled to up to 62 consecutive weeks of unpaid parental leave. The leave can begin anytime within 78 weeks of the birth or placement of the child.

An initial period of parental leave may be extended up to five consecutive weeks if the child requires an additional period of parental care.

An Employer may require an employee to provide a doctor's or nurse practitioner's certificate or other evidence that the employee is entitled to the leave or leave extension.

**21.08** Seniority and continuous service will continue to accumulate during the full period of pregnancy, parental and adoption leave. The Employer shall maintain the employee's benefit coverage during pregnancy, parental and adoption leave consistent with the *Employment Standards Act* or if the employee maintains the cost of the plan.

### **21.09 Jury Duty**

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave without pay for the required period of attendance.

### **21.10 Unpaid Leave - Union Business**

a) Leave of absence without pay shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the Employer's operations, or result in additional wage costs. 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.

- b) When leave of absence without pay is granted pursuant to part (a), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs 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 rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time.

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

- c) 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) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **21.11 Employee Requested Unpaid Leave**

An employee may request an unpaid leave of absence to take educational courses that have the potential for benefit related to the care of the residents and the employee's ability to fully perform the job duties, subject to the following provisions:

- a) Where an employee requests an unpaid leave of absence such an employee shall give reasonable 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.

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absences carry into the next month, the employee shall have the option of continuing their benefits into that next month provided the employees makes such request and provides the Employer with post-dated cheque(s) for their share of the benefit cost prior to the commencement of the leave. Employees on unpaid leave for WCB, medical, compassionate care, family responsibility, jury duty, education leave, maternity, parental and adoption reasons shall continue to accumulate seniority.

**21.13** An employee accepting a temporary excluded position shall retain bargaining unit seniority for the length of the vacancy and shall continue to accrue seniority up to a period of three-hundred-and-sixty-five (365) days.

## **ARTICLE 22 – HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Committee**

- a) 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.
- b) The Employer and the Union shall each appoint four (4) representatives and two (2) alternate representatives to participate on the Occupational Health and Safety Committee.
- c) The employee 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. The member(s) of the Committee shall be granted leave without

loss of pay or receive straight-time regular wages to participate in committee meetings, workplace inspections and accident investigations at the request of the Committee pursuant to the WorkSafe BC Occupational Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

- d) Committee members attending Occupational Health and Safety Committee duties on a scheduled day off, will be paid at straight-time hours for a minimum of two (2) hours.
- e) The Occupational Health and Safety Committee may use the resources of WorkSafe BC to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff. Minutes from the Committee meetings will be distributed to both the Union and the Employer.
- f) In addition to persons appointed by the parties, either party may involve others who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.
- g) The Committee shall, as part of its mandate receive and/or investigate complaints, and/or provide recommendations to the Employer with respect to workload problems which are safety related.
- h) Ergonomics:  
The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.



## **22.02 WorkSafe BC**

Employees who are absent from work and receiving benefits from WorkSafe BC shall be considered as being at work and shall receive benefits as if they were working, provided they pay their share of the premium costs.

## **22.03 Return to Work from Injury or Illness**

Prior to returning to work from an injury or illness, the Employer may require employees to provide medical certificates certifying that they are fit to return to work and are able to perform their duties, subject to any accommodation and the *Human Rights Act*. The Employer will reimburse the expense of providing such requested medical certificates.

## **22.04 Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behavior will be provided by the Employer. The Employer shall make every reasonable effort ensure that sufficient staff is present when dealing with such resident.

## **22.05 Communicable Diseases**

In-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as mandated by Ministry of Health.

In-service training may include definitions of commonly encountered infectious processes in long term care, as well as precautions (standards, contact, airborne, blood borne) to be observed, personal protective equipment (PPE) and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

## **22.06 Violence and Respect in the Workplace**

The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. 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 should expect to be treated in an environment where the risk of violence is minimized.

## **22.07 Working Alone or in Isolation**

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in WorkSafe BC Regulations and the *Act*. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

## **22.08 Employee Workload**

Where the absence of one or more employees may create an unsafe increase in the workload for other employees, the Employer will make reasonable efforts to resolve the matter by:

- Utilizing casual employees in accordance with the Collective Agreement.
- The Employer will provide work prioritized to employees who are at work during the absence.

## **22.09 Critical Incident Stress Defusing**

A workplace critical incident is an event that causes emotional or psychological trauma for people exposed to the incident. It is a sudden, powerful event outside the range of normal experience and outside the work control.

In the event of a critical incident within the workplace, the Employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafe BC's Critical Incident

Response Program. Leave to attend such a session will be without loss of pay or perquisites.

## **22.10 Training and Orientation**

- (a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper orientation.
- (b) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes.

## **22.11 Right to Refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to the Occupational Health and Safety Regulations of the *Workers Compensation Act*.

**22.12** In the event of a member fatality, the Employer shall immediately notify the Secretary Business Manager of the Union along with the Union representatives on the Committee.

## **22.13 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the Employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

## **ARTICLE 23 – GENERAL**

### **23.01 No Discrimination**

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

- b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, as defined by the Employer's Harassment Policy.

### **23.02 Respectful Conduct in the Workplace**

Individuals 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 behavior – defined as courteous and considerate behavior toward others.
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, or visitor contact, provided the acts are committed within the course of the employment relationship.
- e) Support – Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.
- f) Dispute Resolutions Processes – differences will be managed through dispute resolution processes, including, but not limited to Article 23.06 of this Agreement.

### **23.03 Workplace Bullying**

Bullying for the purpose of this Article is any repeated or systematic 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.

#### **23.04 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.

#### **23.05 Support**

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

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

#### **23.06 Procedure for filing a complaint**

- a) An employee who makes a complaint under the provision of the Collective Agreement Article 23 shall be required to seek a remedy through the internal complaints procedure, before filing a grievance.

Grievance timelines will be put in abeyance until such time as the internal process has concluded.

- b) An employee making a complaint may choose an informal complaint process.
  - (i) the informal complaints process involves a mediated discussion between the complainant and the respondent

but it is understood, that no formal action will be taken resulting from the complaint.

- c) An employee making a complaint may choose the formal complaints process.
  - (i) the formal complaints process will require the Employer to investigate the matter, determine the nature of the complaint and take necessary steps to resolve the matter.
- d) During either process members of the bargaining unit will be entitled to Union representation.
- e) All aspects of the complaints process are confidential.
- f) If a member of the bargaining unit is not satisfied with the outcome of the internal complaints process, they may file a grievance.

### **23.07 Employee Files**

An employee, or the Union with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, and if requested, be provided with one copy of any document(s) in the file. The employee, or their designate, shall give the Employer a minimum of five (5) days' notice, prior to having access to such file.

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

### **23.08 Evaluation Reports**

Performance evaluations are not part of the disciplinary process. Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. At the end of the performance appraisal meeting, the employee shall sign the form indicating that the performance

appraisal meeting took place with the manager. The employee shall receive a copy of the evaluation report at the time of signing.

The employee has the right, within seven (7) calendar days, to provide any written response or comments to the performance appraisal. This response must be signed and dated by the employee and shall be appended to the evaluation and maintained on the employee's personnel file. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

### **23.09 Name Tags**

Employees are required to wear their name tags as provided by the Employer, at all times while present at the facilities.

### **23.10 Union Badges and Insignia**

Employees are permitted to wear pins or Shop Steward badges.

### **23.11 Employer Property**

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

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

### **23.12 Vaccination and Inoculation**

When an employee is required by the Employer to undergo vaccination, inoculation or other immunization, it shall be provided by the Employer and on the Employer's time. The Employer will provide in-service programs to limit the spread of infectious diseases amongst employees and residents.

### **23.13 Transportation Allowance**

Employees who use their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of the current Canadian Revenue Agency rate per kilometre.

### **23.14 Pay Days**

Wages shall be paid semi-monthly. The distribution of pay stubs shall be done in such a manner that the details of the pay cheque shall be confidential.

The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, vacation accumulation and itemization of all deductions.

Until such time as the Employer's payroll system is updated, the Employer will, on a quarterly basis provide employees with an itemized accounting of their paid leave banks.

## **ARTICLE 24 - SHIFT PREMIUMS**

All employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

A night shift shall be defined as shift that falls between 11:00 pm and 7:00 am.

### **24.01 Responsibility Pay**

One LPN who shall be responsible for the facility in the absence of Management or RN on site, shall receive payment of \$2.50 per hour for hours worked on any shift or weekend shift. These payments shall be in addition to Article 24 (Shift Premiums). The employee must have agreed before been assigned.



**ARTICLE 25 – HEALTH CARE PLAN**

Group benefits are as provided in the benefit book distributed by the carrier. Cost sharing for benefits is as follows:

<b>Extended Health Plan – 75% Employer Paid – 25% Employee Paid.</b>		
<b>EHC Benefit</b>	<b>%</b>	<b>Benefit Maximum</b>
Provincial Drug Formulary Plan	100%	Limited to the British Columbia Drug Benefit formulary and Special Authority drugs that are approved by Pharmacare Deductible is equal to the dispensing fee. <i>No coverage for drugs not listed in the provincial formulary.</i>
Fertility Drugs	50%	\$2,500 lifetime maximum
Massage Therapist	80%	\$500 per calendar year <i>Physician referral required</i>
Physiotherapist	80%	\$500 per calendar year
Speech Therapist	80%	\$500 per calendar year
Acupuncturist    Naturopath Osteopath        Chiropodist	80%	\$500 per calendar year per practitioner
Psychologist / Psychotherapist Social Worker (MSW)		
Podiatrist	80%	\$500 per calendar year
Chiropractor	80%	\$500 per calendar year
Registered Nutritional Consulting Practitioner / Registered Dietician	80%	\$150 per calendar year
Eye Examinations	80%	\$50 Every 24 months
*Vision Care		*\$350 every 2 years

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- Corrective eye glasses - Medical required contact lenses		
Ambulance Service	100%	Per EHC Details
Foot Orthotics	*80%	2 pair per calendar year. \$350 total per calendar year
Orthopedic Shoes	*80%	2 pair per calendar year. \$500 total per calendar year
Prosthetics	100%	\$25,000 lifetime maximum – initial placement only
Hearing Aids	100%	\$500 every 4 years

<b>Dental Plan – 75% Employer Paid – 25% Employee Paid.</b>		
<b>Basics &amp; Preventative Dental Treatment</b>	<b>%</b>	<b>Benefit Maximum</b>
Routine Dental Care	80%	- Recall, emergency or specific oral examinations, bitewing x-rays, scaling, polishing & fluoride once every 9 months. - Periodontal scaling/root planning 8 units per calendar year.
Periodontics	80%	
Endodontics	80%	
Denture Repairs	80%	

<b>Life Insurance – 75% Employer Paid – 25% Employee Paid.</b>	
<b>Accidental Death and Dismemberment – 75% Employer Paid – 25% Employee Paid.</b>	
Life Benefit Formula	<u>\$50,000</u>

\* The new benefits effective start date of August 1<sup>st</sup>, 2022.

The Employer shall provide these benefits and shall be consistent with the current provisions.

All regular employees who are scheduled for 20 hours or more per week are entitled to enroll in the health and welfare benefits plan. See Group Benefits Plan for other details.

## **ARTICLE 26 – REGISTERED RETIREMENT SAVINGS PLAN - GROUP RRSP**

1. The Employer agrees to establish and administer a voluntary group Registered Retirement Savings Plan.
2. Regular employees who have completed their probationary period may enroll in the plan at any time and make contributions on regular earnings through pay roll deduction to Simpe 'Q' Care Inc.
3. The Employer will ensure that all new employees are informed of the option to enroll in the voluntary RRSP plan.

## **ARTICLE 27– CONTRACTING OUT**

### **27.01 No Layoff of Employees**

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

### **27.02 Exceptions**

The Employer has the right to contract for services when:

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

## **ARTICLE 28 – PRINTING OF THE AGREEMENT**

**28.01** 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.

**28.02** 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 29 – EFFECTIVE AND TERMINATING DATES**

### **29.01 Terminating Date**

The Collective Agreement shall expire on December 31, 2023.

### **29.02 Effective Dates**

The effective date for all terms and conditions of this Agreement including wages and benefits is the date of ratification, unless otherwise specified.

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

## **ARTICLE 30 – CASUAL ENTITLEMENT**

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

- a) relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- b) emergency relief.
- c) unanticipated or irregular relief work.

**30.02** Where the Employer is aware that the position that is being filled by a casual employee will be in excess of thirty (30) days, the position shall be posted and filled in accordance with this Collective Agreement.

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

**30.04** Employees called in as casuals will be called in to work in order of seniority provided that they possess the skills and abilities to perform the work being assigned in the job classification for which they are registered, and that the operational requirements are being met.

**30.05** All casual employees shall be required to submit, in the form prescribed by the Employer, a schedule of availability for the forthcoming month. This form is to be submitted no later than fifteen (15) days prior to the commencement of the month.

A casual employee who refuses work opportunities on three consecutive occasions in a two (2) month period, where they have indicated availability may be terminated at the Employer's discretion.

**30.06** Employees working a casual shift shall be entitled to time off between shifts in accordance with the *Employment Standards Act*.

### **30.07 Seniority List**

A master casual employee seniority list shall be revised and updated every three (3) months. The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

**30.08 Call in Procedure**

All calls shall be recorded in a log book that shows the name of the employee called, the time of notification of the vacancy, the shift to be filled, the time that the call was made, the line, the results of the call and the initials of the person who made the call.

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

**30.09** A regular employee shall be entitled to transfer to casual status. Upon transfer, such employees shall be entitled to such benefits as are available to casual employees.

**30.10** The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.

**30.11** Casual employees shall receive vacation pay paid on each cheque and Statutory Holiday pay in accordance with the *Employment Standards Act*.

**30.12** Casual employees shall continue to accrue seniority while receiving WorkSafe BC wage-loss benefits based on the average weekly hours worked in the previous six (6) months.

**30.13** Casual employees shall receive Sick pay in accordance with the *Employment Standards Act*.

**WEXFORD CREEK  
WAGE SCHEDULE**

<b>Department/Classification</b>	<b>Effective Date</b>	<b>Current Rate</b>
Health Care Aide	Apr 1, 2020	\$20.50
Health Care Support Worker	Apr 1, 2021	\$21.37
Mental Health Worker	Jan 1, 2020	\$20.00
Recreation Aide	Apr 1, 2019	\$19.25
Lead Housekeeper	Apr 1, 2019	\$17.00
RN	Apr 1, 2019	\$39.00
LPN	Apr 1, 2020	\$27.00
Cook	May 1, 2020	\$21.00
Food Service Aide	Apr 1, 2020	\$16.00
Housekeeper	Apr 1, 2020	\$16.00
Prep Cook	Apr 1, 2019	\$17.25

- Any employee who has a base salary rate higher than that of the Collective Agreement rate, will have their rate held.
- In the event that the wage leveling under the single site orders ceases, any future wage increases shall be on their current rate.

**Term of Collective Agreement – July 28, 2021 – December 31, 2023.**

## **ADDENDUM # 1**

### **Re: Electronic Call-Out**

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If an agreement is reached on electronic call-out this would be added as an addendum to the Collective Agreement as a pilot project, with either party being able to serve 30 days' notice to revert to the call-out language found in the body of the Collective Agreement. If issues arise the parties shall meet and make every effort to resolve these before serving notice as above.

#### **Electronic Call-Out Procedure**

The manner in which casual employees will be contacted for relief work shall be as per article 30.08 or as follows:

- (1) The Employer may contact employees by text message instead of by phone as per a, b, c, d and e below. Employees without text options, shall be called as per article 30.08 at the phone number provided, or shall consent to the text-to-landline option. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.
  - a) Where a vacancy is known less than 2 hours in advance, the casual employees shall have 5 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.
  - b) Where a vacancy is more than 2 hours, but less than 4 hours in advance, the casual employees shall have 10 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - c) Where a vacancy is known more than 4 hours, but less than 24 hours in advance, the employees shall have 30 minutes to respond and the shift(s) shall be awarded to the senior



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employee who responds confirming they will take the shifts or block of shifts within the time limit.

- d) Where a vacancy is known more than 24 hours, but less than 72 hours in advance, the employees shall have 2 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.
- e) Where a vacancy is known more than 72 hours in advance, the casual employees shall have 24 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)	b)	c)	d)	e)
Vacancy known in advance:	Less than 2 hours	Greater than 2 hours but less than 4 hours	More than 4 hours but less than 24 hours	More than 24 hours but less than 72 hours	More than 72 hours
Response time:	5 mins	10 mins	30 mins	2 hours	24 hours

- (2) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called/contacted again in order of seniority.
- (3) All text messages shall also be retained/recorded as part of the call records or log book. In the event of a dispute, the Union shall have reasonable access to the log book/contact information (including texts) and shall be entitled to make copies. Any phone calls made shall be recorded in the log book, as per article 30.08.
- (4) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (5) All electronic communications regarding relief work shall include the following in the message:
  - a) Current date and time of text;

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- b) Details of relief work being offered, including date, shift, position, location and shift times;
- c) Appropriate response time (see point 1 a, b, c, d, and e above);
- d) Phone number for employees to respond to;
- e) The following statements:  
“Employer must confirm with successful applicant.  
Successful applicant must re-confirm with Employer.”

**EXAMPLE TEXT:**

**Date & Time:** June 21, 1:50 p.m.

**Open shift:** June 21, 3-11 p.m.

**Position:** RCA

**Respond by:** 1:55 p.m. (window 5 min.)

**Response Number:** 250-555-5555

**Employer must confirm with successful applicant.**

**Successful applicant must re-confirm with Employer.**

**LETTER OF AGREEMENT #1**

**BETWEEN**

**SIMPE 'Q' CARE INC.  
WEXFORD CREEK SENIORS COMMUNITY  
(the "Employer")  
AND  
HOSPITAL EMPLOYEES' UNION  
(the "Union")**

**Re: Rate of Pay**

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

The parties further agree that should the government prior to the Collective Agreement expiring terminate the single site levelled up wage rates; the parties will re-open the Collective Agreement to discuss wage rates.

No other articles 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:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
**Shane Robinson**  
Chief Operating Officer

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***Simpe 'Q' Care Inc. at Wexford Creek Seniors Community/  
Hospital Employees' Union – July 28, 2021 – December 31, 2023***

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**SIGNED ON BEHALF OF  
THE UNION:**

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**Máire Kirwan**  
Coordinator of Private Sector

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**Janine Brooker**  
Director of the Private Sector

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**Maria Rodriguez**  
Negotiator

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**Carol Patecek**  
Bargaining Committee

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**Sarah Unruh**  
Bargaining Committee

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**Heather Cowley**  
Bargaining Committee

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**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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**Gerry Clayford-Beckie**  
Director of Operations

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**Shane Robinson**  
Chief Administrative Officer

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**Jack Holmes**  
Human Resource Coordinator

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**Date Signed**