

COLLECTIVE AGREEMENT

BETWEEN



**HOSPITAL EMPLOYEES' UNION
(The Union)**

AND

**QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH
(The Employer)**

May 1, 2021 – April 30, 2024

Note: underline text is new language for 2021-2024

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DEFINITIONS

For the purpose of this Agreement:

- (1) "Employer" means Qualicum Quality Care Services Ltd. at and from The Gardens at Qualicum Beach, 650 Berwick Road North, Qualicum Beach, B.C.
- (2) "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union."
- (3) "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties or those excluded under the *Labour Relations Code* of B.C.
- (4) "Common-law spouse" is defined as two (2) people who have co-habited as spousal partners for a period of not less than one (1) year. Employees may not have more than one person designated as a common law spouse at the same time.
- (5) "Employee" means an employee included in the bargaining unit and includes regular employees and casual employees.
- (6) "Leave of absence with pay" means to be absent from duty with permission and with pay.
- (7) "Leave of absence without pay" means to be absent from duty with permission but without pay.
- (8) Wherever the singular is used, the same shall be construed as meaning plural unless otherwise specifically stated.
- (9) Emergency means fire, flood, epidemic, civil unrest or insurrection, act of war or any other force majeure.

Definition of Employee Status

- (1) **Regular Full-Time Employee**
A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.
- (2) **Regular Part-Time Employee**
A regular part-time employee is one who works less than

full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and regular part-time employees are entitled to all benefits outlined in this Collective Agreement on a prorated basis.

(3) 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 to perform emergency or non-recurring temporarily workload or short-term relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum – Casual Employees.

(4) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievance Procedure.

PREAMBLE

Residents have the right to uninterrupted skillful and efficient attention, and it is obligatory upon the Employer and its employees that the efficient operation of the Employer's business be maintained. It is also important that harmonious relations be maintained between the Employer and the employees.

The parties have agreed to make provisions for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as the bargaining agent.

The provisions of this agreement are therefore as follows:

ARTICLE 1 – RECOGNITION OF THE UNION

1.01 Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent on behalf of the employees from 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.

1.02 Union Shop

All employees in the Bargaining Unit 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 within thirty (30) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to 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 with thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to Article 1.02, the following provisions shall not be applicable to the employee:

- Grievance Procedure – Article 9
- Dismissal/Suspension for Alleged Cause – Article 9.02
- Employer's Notice of Termination – Article 10

1.03 Check Off of Union Dues and Membership Information

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

(b) The check-off monies deducted in accordance with the above

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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.

By no later than the 15th of each month, the Employer shall electronically provide the Union's Provincial Office with a list of all employees hired, including their names, employee number, date of hire, the Union dues paid for each month, and all employees who have left the employment 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 1.02.

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

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

- (c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by

further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the change deduction can be reasonably accommodated by the Employers' payroll.

The Union will give reasonable notice to the Employer of any change in Union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

1.04 Employer and Union Shall Acquaint New Employees

The Union shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Chief Shop Steward of the names of the new employees hired.

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their Steward. Whenever the Steward is employed in the same work area as the new employee, the employees' immediate supervisor will introduce them to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.

New employees shall receive regular wages while attending such meetings, but regular wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

1.05 Recognition and Rights of Shop Stewards

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

- (1) Five (5) shop stewards plus three (3) alternate shop stewards may be appointed by the Union.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department may be given leave of absence to transact Union business at any one time.

ARTICLE 2 - NO DISCRIMINATION

2.01 No Discrimination

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

2.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment including sexual harassment and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in such sexual or other harassment in the workplace.

Harassment, including sexual harassment and bullying, is vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.

Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

2.03 The Employer and the Union agree that there will be no discrimination practiced with respect to any employee by reason of membership or activity in the union.

2.04 Complaints Investigation

The employee who complains of harassment under the provisions of the *Human Rights Code* may file a grievance or a human rights complaint. The Employer and the Union agree that where there is a complaint under this article that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

2.05

- (a) The Employer, and the Union agree that where there is a complaint under clauses 2.01, 2.02 or 2.03 the complaint will be managed through dispute resolution processes, including, but not limited to Articles 9 and 10 of this agreement.
- (b) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (c) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 3 - RIGHT TO REFUSE TO CROSS PICKET LINES

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 of discipline or dismissal. A refusal to cross a picket line that affects the maintenance of essential service levels shall be a disciplinary offence attracting discipline up to and

including discharge. An employee who refuses to cross or work behind a picket line shall be considered to be absent without pay.

ARTICLE 4 – NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer when the Secretary-Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

In no circumstances shall Union business on the Employer's premises disrupt or disturb residents and/or their families.

ARTICLE 5 – BULLETIN BOARDS

5.01 Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Union business only.

5.02 Meeting Facilities

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided notice is given to the Employer and subject to availability.

ARTICLE 6 – MANAGEMENT RIGHTS

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

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

Agreement.

ARTICLE 7 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long-term health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

7.01 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change, automation or other changes when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

7.02 Notice of Displacement

As per Section 54 of the *Labour Relations Code*, where the Employer intends to introduce technological change which affects the job security of the employees, the Employer shall give notice consistent with the *Labour Relations Code*.

The Employer and the Union shall meet within twenty-one (21) days of the date of the notice and shall make every reasonable effort to reach agreement.

7.03 Bumping

A laid off employee may bump a less junior employee at the worksite provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee

effect a promotion through a bump. The bumping choice shall be made within forty-eight (48) hours of receipt of the written notice of layoff.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement in the grid.

7.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such as displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 7.02 and Article 7.03 and Article 13.

ARTICLE 8 – DISCUSSION OF DIFFERENCES

8.01 Discussion of Differences

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

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

- (1) Reviewing matters, other than grievances, related to the maintenance of good relations between the parties.
- (2) Correcting conditions causing misunderstandings.
- (3) Dealing with matters referred to in this Agreement.

8.02 The Labour Management Committee shall consist of

- i) Up to three (3) members of the Union;
- ii) Up to three (3) representatives of the Employer

The Parties will alternate at each meeting the responsibility of preparing and issuing an agenda and chairing the meeting. Every effort will be made to have the agenda circulated one week in advance of the meeting. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Committee representatives within three working days.

Except by mutual agreement which will not be unreasonably withheld by either party, no matter which has not been raised as an agenda item will be discussed in the meeting.

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

8.03 Union/Management Meetings

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but not later than fourteen (14) calendar days after the initial request, unless mutually agreed. The employee members of the committee shall be granted leave without loss of pay or receive straight-time wages while attending meetings of the committee.

8.04 Conduct of Grievance Procedure

(a) Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its Officers, and similarly, the Employer shall supply the Union with the names of the Administrator or designate with whom the Union may be required to transact business.

(b) Right to Have Steward Present

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 or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall be given reasonable time off without loss of pay, subject to operational requirements, for this purpose when the discussion takes place at the Employers' place of business.

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that they have the right to representation by a Shop Steward or Union committee member. The Union member may select the Shop Steward or Union Committee Member of their choice so that the meeting takes place at the earliest opportunity and that there is no undue delay in the process.

(c) Employee Called as a Witness

Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

(d) Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports shall be removed from the employees' file after the expiration of

eighteen (18) months from the date it was issued provided there has not been further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(e) Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within seven (7) calendar days of receipt of the appraisal. The form shall provide the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within seven (7) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

(f) Personnel File

An employee, or the Secretary-Business Manager of the Union, or their designated representative, with the written authority of the employee, shall be entitled to review and obtain a copy of documents on the employee's personnel file in the office in which the file is normally kept, in order to facilitate the investigation of a grievance an employee may review their file for personal reference.

No document of a disciplinary nature shall be placed on the employee's personnel file without their knowledge.

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

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

(g) Time Limits

- i) Notification to arbitrate shall be deemed presented on the date on which it is faxed or delivered to the Employer or the Union.
- ii) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

(h) Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

ARTICLE 9 – GRIEVANCE PROCEDURE

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

9.01

Step 1

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with their immediate supervisor within seven (7) calendar days after the date on which they or the Union became aware of the action or circumstances giving rise to the grievance. The supervisor will respond as soon as practical, but no later than seven (7) calendar days after discussing the grievance. If the grievance is not settled at this step;

Step 2

Then within seven (7) calendar days of the Step one meeting or seven (7) calendar days after the supervisor's reply, the grievance may be reduced to writing, signed by the employee and a shop steward or union committee member and submitted to the Manager.

The grievance will set out the nature of the complaint, article or articles of the agreement alleged to have been violated and the remedy or correction required.

The parties will meet to discuss the grievance within seven (7) calendar days of its filing. At the meeting each party shall provide to the other a statement of facts and copies of all relevant documents. Within fourteen (14) days of following the meeting the Manager will reply in writing.

If the grievance is not settled at this step, either party may refer the grievance to Step 3 within fourteen (14) calendar days.

Step 3

The Union and the Employer committees shall meet to discuss the grievance within twenty-one (21) days or other mutually agreeable time.

The Employer and the Union agree that their representatives at the meeting have the authority to resolve the grievance.

If the grievance is not settled within twenty-one (21) days of the step 3 meeting, then either party may refer the grievance to Arbitration.

9.02 Dismissal/Suspension for Alleged Cause

Within three (3) calendar days of notice of the dismissal or suspension, the Employer shall notify the HEU office at which the servicing HEU representative works from of such notice.

9.03 General/Policy Grievance

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 of the grievance procedure no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

9.04 The Employer shall supply the necessary facilities for the grievance meetings.

9.05 Time Limits

If the Union or Employer do not present or pursue a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

9.06 Investigator

Where the Parties mutually agree to refer a matter to an Investigator, the following procedure may apply:

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement:

- Chris Sullivan;
- Corrin Bell;
- Ken Saunders;
- Irene Holden;
- Kate Young;
- Elaine Doyle;

or a substitute agreed to by the parties shall at the request of either party:

- Investigate the difference,
- Define the issue in the difference, and
- 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 Investigator, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

This article is intended to be non-prejudicial and the parties agree not to rely upon any matter arising out of an application of this article in other interpretations of the agreement or at any subsequent hearing or proceeding under the agreement or under the *Labour Relations Code* of B.C., without the mutual consent of both parties.

Each party shall pay its own expenses and costs and one-half (1/2) of the compensation and expenses of the Investigator.

9.07 Expedited Arbitration

- (1) By mutual agreement, the parties may refer a grievance to Expedited Arbitration.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in

which the dispute arose.

- (3) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (4) 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.
- (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 on the agreed to form and mailed to the parties within ten (10) working days of the hearing.
- (7) 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.
- (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) In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below, or a substitute agreed to by the parties:
 - Chris Sullivan
 - Corinn Bell
 - Irene Holden
 - Elaine Doyle
 - Ken Saunders
 - Kate Young
- (11) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10, excepting Article 10.05.
- (12) Neither party will appeal the decision of the Arbitrator.

ARTICLE 10 – ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after completing the grievance procedure, notify the other in writing the matter will be submitted to arbitration. The parties will make every effort to deliver the notice to the other party within twenty-one (21) days of the reply under Step. 3.

10.02 In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below or a substitute agreed to by the parties:

- Chris Sullivan
- Irene Holden
- Ken Saunders
- Corinn Bell
- Kate Young

10.03 Decision of Arbitration Board

The decision of the Arbitrator shall be in writing and shall be final, binding, and enforceable on the Parties.

10.04 Expenses of Arbitration

Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the party.

10.05 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the facility and shall accumulate based on straight-time hours paid since the date of employment with the Employer.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

11.02 Probationary Period

For the first three (3) months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four-hundred-and-eighty-eight (488) hours. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

11.03 Loss of Seniority

An employee shall lose their seniority and shall be deemed to have terminated their employment in the event that:

- (a) They are discharged for just cause;
- (b) They voluntarily terminate their employment;
- (c) They are on layoff for more than twelve (12) months;
- (d) They abandon their position in accordance with Article 26.03;
- (e) They are on layoff and fails to report when recalled for work in

accordance with Article 13.

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

ARTICLE 12 – PROMOTION, TRANSFER, DEMOTION, AND RELEASE

12.01 Applications from Employees

Applications from qualified employees shall be considered prior to applications from non-employees.

12.02 Selection Process

In the promotion, transfer, demotion, or release of employees, efficiency, required qualifications (including initiative and ability), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

12.03 Qualifying Period

If the 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 for three (3) calendar months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted, or transferred and during the aforementioned three (3) months 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 transfer took place, without loss of seniority, and any other employee hired or transferred because of the rearrangement of jobs, shall be returned to their former job

and pay rate without loss of seniority and accrued perquisites.

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

12.04 Temporary Promotion, Transfer, or Demotion

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

12.05 Promotions

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

For increment progression, the employees' increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first (1st) day in the new job and further increment increases shall become effective on the established increment date.

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

12.06 Transfers

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

ARTICLE 13 – REDUCTION IN WORK FORCE

13.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that those retained are qualified and have the ability to do the work.

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

Two weeks per year of service to a maximum of twelve (12) weeks.

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

13.04 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off – first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 7.03 of this Agreement.

13.05 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Chief Shop Steward of the Local.

ARTICLE 14 – SUPERVISORY OR MILITARY SERVICE

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

ARTICLE 15 – SENIORITY LISTS

Seniority lists shall be posted within twenty-eight days of January 1st, April 1st, July 1st and October 1st.

The seniority lists shall include the name, job category, straight-time hours paid up to the end of the previous month's pay period and start date. A copy of the seniority lists shall be electronically provided to the Secretary-Business Manager or their designate and to the Chief Shop Steward or designate.

Such lists shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate for all purposes, for the duration of that posting period.

ARTICLE 16 – JOB POSTINGS AND JOB DESCRIPTIONS

JOB POSTING

16.01

(a) The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30-days or more. In any event, a

temporary position must be posted when it exceeds 60 calendar days, whichever first occurs.

The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

At the time a vacancy is posted, a copy of the posting shall be provided to the Chief Shop Steward or designate.

The Employer shall, within seven (7) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy of a new job was posted.

- (b) Employees who post into a temporary vacancy in their same classification are expected to complete the term of the posted temporary vacancy. An employee working in a posted temporary vacancy may apply and be granted a subsequent posted temporary vacancy without completing the current vacancy, twice per calendar year. This restriction shall not apply in circumstances where a new posted temporary vacancy provides additional hours and/or eligibility for benefits.

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

16.03 Job Descriptions

The Employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions

will contain the job title, qualifications, a summary statement of the duties and the date prepared.

A new job description, or any revised job description, shall be provided in writing to the Shop Steward and Secretary-Business Manager of the union or their designate.

16.04 New Job Descriptions

- (a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s 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 9. The parties will meet at Step 2 of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the new 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 in either 16.05 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

ARTICLE 17 – RELIEVING IN OTHER POSITIONS

17.01 Relieving in Higher - Rated Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in the Agreement for which a flat rate of pay is established, they shall receive the rate for the job.

When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, they shall receive the rate in the salary range which is next higher to their present rate.

17.02 Relieving in Lower – Rated Positions

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay.

17.03 Temporary Assignment to an Excluded Position

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive no less than eight percent (8%) more than their current rate.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least ten (10) days' notice whenever possible to minimize disruption of staff. The ten (10) days' notice period may be waived by the Employer where the leave of absence is deemed to be urgent or emergent in nature. 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.

18.02 Unpaid Leave – After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

18.03 Unpaid Leave – Affecting Seniority and Benefits

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

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

Seniority shall continue to accumulate through any unpaid leave of absence.

18.04 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any year. Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any years shall continue to accumulate all benefits and shall return to their former job and increment step. If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work shifts in any year, benefit coverage may be continued by the employee, provided the employee gives postdated cheques in advance to the Employer, for the monthly costs of all the benefit premiums to the Employer.

18.05 Unpaid Leave – Union Business

(a) Short-term leave of absence without pay to a maximum fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during

working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days, unless this would unduly interrupt the operation of the department. Such requests shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and, where such employees are retrained, the Union shall reimburse the Employer for the wages and benefits involved. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (e) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

18.06 Union Bargaining Committee

A Union Bargaining Committee shall consist of a reasonable number of representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 18.05 (Unpaid Leave – Union Business).

18.07 Unpaid Leave – Public Office

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

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

18.08 Bereavement Leave

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, stillborn child, step-child, step sister, step brother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward, or any person permanently residing with the employee.

The Employer may reasonably request confirmation that the employee's relationship to the deceased is consistent with this article.

An additional two days leave with pay may be granted by the employee's manager where the location of the deceased

requires the staff member to travel out of the region where overnight stay is required.

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.

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

18.09 Family Responsibility Leave

Employees are entitled to up to five (5) days unpaid leave in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the 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.

18.10 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 18 – Leave of Absence or Article 36 – Long-Term Disability Plan depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its

harassment free work environment and not accept any discriminating actions.

18.11 First Responder Leave

Employees who are volunteer emergency and rescue workers may receive five (5) days unpaid leave to provide emergency services when dispatched.

ARTICLE 19 – EDUCATIONAL LEAVE

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

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

19.03 After three (3) years' continuous service an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where any employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 20 – HOURS OF WORK

20.01 Continuous Operation

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

20.02 Hours of Work

The hours of work for each regular full-time employee covered by this Agreement, exclusive of unpaid meal times, shall be an average of thirty-five (35) to thirty-seven-and-one-half (37.5) hours per week.

Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 22.

20.03 Scheduling Provisions

- (a) (i) The Employer shall post schedules at least fourteen (14) calendar days in advance of their effective date for a period of four (4) weeks.
- (ii) If the Employer alters the schedule work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 22.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates, in accordance with Article 22.
- (d) If a written request for a change in starting time is made by an

employee which would not allow ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request, provided they are in agreement.

- (e) Employees may exchange shifts with the approval of the Employer provided that whenever possible sufficient advance notice is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a schedule day off, then such hours worked shall be paid at overtime rates pursuant to Article 22. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.
- (h) When the Employer is considering significant change to an existing schedule, the reasons for the change and the proposed new schedule shall be put in writing to the Union and the affected employees.

A discussion of the proposed changes and/or an alternate proposal from the employees affected shall be considered before the finalizing of any changes. The Employer shall give bonafide consideration to any concerns raised or alternate schedules put forward.

20.04 Split Shifts

The parties agree there will be no split shifts without the consent of the employee, Union and the Employer.

20.05 Daylight Savings Time Change

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight-time pay.

ARTICLE 21 – NIGHT SHIFT PREMIUMS

- (a) Employees working the night shift shall be paid a shift differential of one-dollar-and-fifty cents (\$1.50) per hour for the entire shift worked.

In this section “night shift” means any shift in which the major portion occurs between 10:30 p.m. (2230 hours) and 6:30 a.m. (0630 hours).

- (b) Employees working the weekend shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked.

In this section “weekend shift” means any shift in which the major portion occurs between 10:30 pm (2230 hours) Friday and 10:30 (2230 hours) Sunday.

- (c) LPN’s designated as in charge shall be paid a premium of one-dollar-and-fifty cents (\$1.50).

- (d) Employees required to carry the first responder phone shall be paid a premium of one-dollar (\$1.00) per hour for all hours worked.

ARTICLE 22 – OVERTIME

22.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid:

- (i) The rate of time-and-one-half (1½) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work

day and double-time (2x) thereafter;

- (ii) The rate of double-time (2x) of their basic hourly rate of pay for all hours worked on a scheduled day off.

22.02 Employees required to work on a scheduled day off, including an extra day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.

22.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 24, the employee shall be paid overtime at the rate of double-time (2x) the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7½) hours.

22.04 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 except as provided in 22.05 below.

22.05 At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by January 31 of the following year it shall be paid out.

22.06 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a free meal.

One-half (1/2) hour with pay shall be allowed to the employee in order that they may take a meal break either at or adjacent to their place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 22.08 have been met.

(ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal work day.

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

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

22.08 Overtime for Part-Time Employees

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

22.09 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.

22.10 Overtime by Seniority

Overtime hours of four (4) hours or more will be offered to employees by seniority only if there are three (3) hours or more before the start of the shift (or first shift of a block of shifts) and:

- (a) The employee has registered for the overtime list;
- (b) They have the capability to perform the work; and
- (c) Are willing to work all necessary hours that the work is

available.

The Employer is entitled to minimize the cost of overtime hours.

Employees who have not been available for overtime work for three (3) consecutive months may be removed from the overtime list. The Employer will send a letter to the Employee and Union informing the Employee of their removal from the list.

ARTICLE 23 – CALL BACK/CALL IN/ON CALL

23.01 Minimum Pay

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at a rate of double-time (2x) for all hours worked.

23.02 Call-In – Statutory Requirement

Any employee (except those covered by Article 22) reporting for work at the call of the Employer, shall be paid their regular rate of pay for the entire period spent at the Employer's place of Business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work and a minimum of four (4) hours' pay at their regular rate if they commence work.

23.03 On Call

There will be no one on call without the mutual agreement between the employee, the Union and the Employer.

ARTICLE 24 – STATUTORY HOLIDAYS

24.01 Statutory Holidays

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day
Family Day

Canada Day
B.C. Day

Remembrance Day
Christmas Day

***The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024***

Good Friday
Victoria Day

Labour Day
Thanksgiving Day

Boxing Day

If the Provincial Government declares National Day of Truth and Recognition as a Statutory Holiday, it shall be added to the current list, and in lieu amounts listed in the Collective Agreement will be adjusted accordingly.

Any employee not receiving a paid day off for statutory holidays shall be paid 4.4% statutory holiday pay in each pay period in lieu of the eleven (11) paid statutory holidays.

24.02 Holidays Coinciding with a Vacation Day

Where an employee is on vacation leave with pay and a paid statutory holiday falls within the same period, the paid statutory holiday shall not count as a day of vacation.

24.03 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 15th of each year.

24.04 Statutory Holiday Pay

Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½), except employees required to work on Christmas Day shall be paid double-time (2x) their rate of pay for hours worked. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

24.05 Statutory Holiday Pay with Less than 14 Calendar Days Advance Notice

Employees who are required to work on a scheduled statutory holiday and are given less than fourteen (14) calendar days'

advance notice of this requirement will receive pay at the rate of time-and-one-half (1½) for the time worked, in addition to their regular hourly pay rate, and will have such statutory holiday rescheduled in addition to such overtime pay.

ARTICLE 25 – VACATIONS

25.01 Vacation Entitlement

All regular employees shall be credited for and granted vacations earned up to July 1 each year on the following basis:

- (a) The vacation earning/accrual year shall be from July 1st to June 30th each year, and the vacation year shall be January 1st to December 31st.

Regular employees who have been regular status for less than twelve (12) months prior to July 1st shall receive a partial vacation based on continuous service to July 1st.

- (b) Employees with one (1) or more years of continuous service with the Employer shall have earned the following vacation time with pay:
- i. 1 year continuous service - 10 work days' vacation.
 - ii. 2 to 5 years' continuous service - 15 work days' vacation.
 - iii. 6 to 9 years' continuous service - 20 work days' vacation.
 - iv. 10 years or more continuous service - accumulate one (1) vacation day per year to a maximum of 25 work days' vacation.

Part-time employees will receive vacation prorated to the hours/FTE worked in the accrual year.

NOTE: No current regular employee (as at December 3, 2015) shall have their vacation reduced as a result of the above changed entitlements.

- (c) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's

final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

25.02 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 (Seniority) within a department. Where an employee chooses to split their vacation(s), they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four vacation periods per vacation year unless mutually agreed upon.

25.03 Vacation Requests/Schedules

(a) Employees shall submit their vacation requests in writing for the following year by November 1st of the previous year. All vacation requests made by November 1st will be returned to employees by November 30th.

Requests received after November 1st will be approved on the first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation request approvals or denials shall be in writing. In the case of denials, the Employer shall clarify the reasons for denying the request.

(b) An employee who does not exercise their rights by the cut off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation schedules, once posted, shall not be changed except

in the cases of emergency with mutual agreement of the Employer and Employee.

25.04 Block Booking Casuals for Vacation Coverage

Between November 1 and November 30 (vacation request period per Article 25.03), the Employer will make every effort to block book casuals for pre-scheduled vacations for regular Employees.

Between February 15 and April 1 (vacation request period per Article 25.03), the Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.

25.05 Splitting of Vacation Periods

An Employer must allow an Employee who is entitled to an annual vacation to take it in periods of one or more weeks as requested by the Employee.

25.06 Vacation Pay

Vacation pay shall be paid in accordance with Article 32 – Pay Days.

25.07 Vacation Carry Over

Employees shall be permitted to carry over a maximum of five (5) vacation days from one year to the next. If an employee has requested vacation time off, but have been unable to actually take the time off for whatever reason by year's end (December 31st), the employee shall have the option to either carry over the unused vacation to the next vacation year or be paid out the unused vacation time.

25.08 Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 25.01.

25.09 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 and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

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

ARTICLE 26 – CONDITIONS OF EMPLOYMENT

26.01 Vaccination and Inoculation

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

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

26.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%).

For example:

- Employees entitled to eight percent (8%) shall be paid six

percent (6%);

- Employees entitled to ten percent (10%) shall be paid eight percent (8%).

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

26.03 Employment Abandoned

Any employee who fails to report for work and does not notify their person in charge within three (3) work days, and who cannot given acceptable reason for their absence, shall be considered as having abandoned their position.

An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 27 – GENERAL PROVISIONS

27.01 Uniforms

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

27.02 Employer Property and Personal Property Damage

(a) 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.

(b) Personal Property Damage

Upon submission of reasonable proof, where an employees' personal belongings, clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay to repair or indemnify the employee provided such personal possessions are of a type suitable for use while on duty.

(c) The Employer, where currently supplying tools to employees, shall continue to supply tools to employees.

ARTICLE 28 – BADGES, INSIGNIA AND UNION SHOP CARDS

A union member shall have the right to wear Union pins or badges displaying the recognized insignia of the Union.

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

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

29.02 Sick Leave Entitlement

On the commencement of regular employment, full-time regular employees will be credited with a fifteen (15) hour sick leave bank. Part-time regular employee banks will be prorated based on the employee's full-time equivalent hours at the time of hire into the regular position.

Regular employees shall be entitled to eight (8) days sick leave per year, accrued at the rate of point-seven-five (0.75) days per month.

Any unused sick leave in an employee's sick leave bank at year

end shall be carried over for future use. Part-time regular employees will accrue sick hours prorated to the hours worked.

Sick leave banks will be accrued to a maximum of one-hundred-and-fifty (150) hours per regular employee.

Part-time employees earning less than five (5) days sick leave per year, and Casual employees shall be entitled to Injury and Illness Leave as provided in the *Employment Standards Act*.

29.03 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return. The exception to the above is that up to two (2) days per year may be used for a personal day.

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

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

Sick leave deductions shall be according to actual time off.

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

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

29.07 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 plus an additional one (1) month for each additional years of service, or proportion thereof, beyond the first year of service.

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

An employee, at the expiration of their paid sick leave bank, shall be entitled to use time from their vacation entitlement instead of leave of absence without pay as per the above. The employee may be required to prove sickness.

29.08 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

29.09 Workers Compensation Benefits

(a) **Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

(b) **Employee to Contact Employer**

Employees who are absent from work due to Worker's Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) 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 seniority shall continue to accumulate based on regular hours.

ARTICLE 30 – RETURN TO WORK PROGRAMS

- (a) The parties recognize that the prevention of injuries and the rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs is part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved rehabilitation plan and is voluntary.
- (d) The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employees' physician without the employees' consent.
- (e) Employees on an approved return to work program, including when funded in whole or in part by a third party, shall be entitled to all benefits outlined in this Collective Agreement.
- (f) An Employee has the right to request a Shop Steward and receive the assistance of a Shop Steward or Union Servicing Representative at any step in the return-to-work program.
- (g) In addition to (e), prior to entry into a return to work program that is greater than seven (7) calendar days, the Employer, the Employee and Shop Steward or Union Servicing Representative (if the Employee has requested Union assistance) shall discuss the planned program and its duration.
- (h) The details of the return-to-work program will be confirmed in writing by the Employer and the Employee and the Union designate (if the Employee has requested Union assistance).

**ARTICLE 31 – PREGNANCY LEAVE, PARENTAL LEAVE
AND ADOPTION LEAVE**

31.01 Maternity Leave

Employees shall be granted pregnancy leave of absence without pay. The duration of the pregnancy leave of absence before the date of birth and subsequent to confinement shall be at the option of the employee.

Leave of absence for pregnancy may be taken for a period of seventeen (17) weeks. 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 pregnancy leave provided the employee maintains their share of the cost of the plan.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy reasons proceeding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall make every effort to give at least four (4) weeks' notice prior to the commencement of pregnancy leave of absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing their duties prior to the commencement of the pregnancy leave of absence without pay, the employee may be required to take unpaid leave of absence if all sick leave credits have been exhausted.

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.

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence without pay and subject to the provisions of Article 18.03 (Unpaid Leave Affecting Seniority and Benefits).

31.02 Parental Leave

An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 32.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth. The employee shall advise the Employer prior to the commencement of the leave, the length of their intended leave period.

31.03 Adoption Leave

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

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks Adopted Parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

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

ARTICLE 32 – PAY DAYS

Employees shall be paid by direct deposit every two weeks, subject to the following provisions:

- (a) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the direct deposit shall be made prior to the established pay day.
- (c) In the event an employee's pay is short of money owed, as a result of a payroll error, for the day period and the employee brings the issue to the attention of the manger, 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 three (3) business days.

ARTICLE 33 – REST AND MEAL PERIODS

33.01 There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.

33.02 An unpaid meal period of one-half (1/2) hour will be scheduled as close as possible to the middle of each shift of greater than five (5) hours and shall be taken away from the work area.

33.03 Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rates.

33.04 Employees who are required to stay on site and be available during the meal period as part of their regularly scheduled shift shall have the meal period paid at straight-time rates.

ARTICLE 34 – JURY DUTY

Any regular employee, who is required for jury selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, (not being themselves a party to the proceeding), on a day when they would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of. 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 35 – HEALTH CARE PLANS

35.01 Eligibility

- (a) Regular employees are eligible for the health care plan upon completion of three (3) continuous months of employment.
- (b) Part-time employees must work an average of twenty (20) scheduled hours per week to be eligible for benefit coverage.
- (c) Casual employees are entitled to Extended Health, Dental, LTD, and life/AD&D benefits when they fill a temporary full-

time or part-time position, where the appointment is for six (6) months or longer and the employee is scheduled to work more than twenty (20) hours per week for the duration of the temporary assignment on the same basis as a regular employee.

35.02 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

35.03 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination.
- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

35.04 Extended Health Care Plan

The Employer shall pay one-hundred percent (100%) of the premiums for employees and their families under the above noted SunLife Financial Plan.

A prescription pay direct drug card will be provided to cover the appropriate percentage of all eligible expenses for prescriptions purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to the tiered formulary found in "My Drug Plan" with SunLife Financial, which reimburses 80% for drugs in tier 1, 50% for drugs in tier 2 and 20% for drugs in tier 3.

Regular employees at ratification will be encouraged to switch to a tier one drug (prescription) where appropriate, but where the employee for whatever reason does not, the current prescriptions of those regular employees shall be grandfathered indefinitely, provided they submit the approved special authority documentation.

The plan pays for eighty percent (80%) of the following to a maximum of the following:

- (a) Hearing aids will be covered to seven-hundred dollars (\$700) every five (5) years for each ear.
- (b) Orthopedic shoes will be covered to five-hundred dollars (\$500) per year.
- (c) Glucometers will be covered to a seven-hundred dollars (\$700) lifetime maximum.
- (d) Vision care – Allowance for vision care, including eye exams, shall be four-hundred dollars (\$400) every two years.
- (e) Paramedical coverage shall be a maximum of four-hundred-and-fifty dollars (\$450) annually per practitioner.

ARTICLE 36 – LONG-TERM DISABILITY INSURANCE PLAN

36.01 The Employer shall provide a mutually acceptable long-term disability insurance plan that includes coverage for own occupation for 24 months at sixty-six-point-seven percentage (66.7%) of wages for the first two-thousand-two-hundred-fifty dollars (\$2,250) and 50% of the balance to a maximum of \$2,500 per month.

36.02 The plan shall be mandatory and shall cover post-probationary employees. Coverage will be effective after a waiting period of 17 weeks has expired. Coverage will be until the age of sixty-five (65).

36.03 The plan shall be as provided in the Employer's Benefit Plan – Group Life and Long-Term Disability Insurance Plan.

36.04 The Employee shall pay one-hundred percent (100%) of the premium.

ARTICLE 37 - GROUP LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT

37.01 The Plan shall provide a mutually acceptable group life insurance plan.

37.02 The plan shall provide thirty-thousand dollars (\$30,000) insurance coverage for post-probationary employees.

37.03 Benefit coverage reduces to 50% at age 65 and terminates at age 70 or retirement, whichever is earlier. Upon termination of employment, the Plan provides conversion privilege wherein the employee may convert the life insurance policy to an individual policy without medical evidence. The employee must apply to the individual policy holder and pay the first monthly premium within 31 days of the termination of the Employee's Life Insurance.

37.04 The plan shall also include coverage for accidental death and dismemberment to a maximum twenty-four-thousand dollars (\$24,000).

37.05 The Employer shall pay one-hundred percent (100%) of the premium.

ARTICLE 38 – 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.

38.01

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to *the Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation of two representatives each and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in committee meetings, workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (c) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board 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, safety-related workload issues, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

(d) 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.

38.02 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.

38.03 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour, 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 behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff is present when dealing with such resident. It is understood that this is at no extra cost to the Employer.

38.04 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.

38.05 Violence Program

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee.

38.06 Training and Orientation

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

38.07 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to Section 3.12 of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

38.08 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.

38.09 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 every reasonable effort to resolve the matter by:

- 1. Utilizing casual employees in accordance with the Collective Agreement.
- 2. The supervisor shall discuss the matter and, where

appropriate re-order duty priorities with the affected employee(s).

3. Re-assigning work or delegating work as appropriate.

The Employer is not required to replace absent employees, but under no circumstances will the prioritizing of duties, the reassignment of work, or the decision to not replace result in an unsafe increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved the employee may seek remedy by referring the safety related workload concern(s) to the Occupational Health and Safety Committee for investigation and recommendations.

ARTICLE 39 – TRANSPORTATION ALLOWANCE

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-five cents (\$0.55) per kilometer.

ARTICLE 40 – CHANGE IN AGREEMENT

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of the Agreement.

ARTICLE 41 – PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees on staff, and the Employer will share the cost of printing and distributing the Agreement.

ARTICLE 42 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

ARTICLE 43 – VARIATIONS

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

ARTICLE 44 – SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 10 of the Collective Agreement.

ARTICLE 45 – PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSES

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

- (a) Nursing practice conditions.
- (b) Safety of residents and staff.
- (c) Workload.

The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024

The LPN with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

If the matter is not resolved to their satisfaction, the matter may be referred to the Regional Manager. At their request, the LPN may be accompanied by a steward. The Regional Manager shall respond to the LPN in writing within fourteen (14) calendar days of the meeting with the LPN.

ARTICLE 46 – INDEMNITY

The Employer will exempt and save harmless any employee from liability action arising from the proper performance of their duties for the Employer as assigned, and assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 47 – EFFECTIVE AND TERMINATING DATES

- (a) This agreement shall be binding from May 1, 2021 and shall remain in effect until midnight April 30, 2024.
- (b) This agreement may be opened for collective bargaining by either party giving notice to the other party on or after February 1, 2024.

Where no notice is given by either party, both parties shall be deemed to have given notice under this section.

- (c) It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of B.C. is excluded from this agreement.
- (d) **Agreement to Continue in Force**
Both parties shall adhere fully to the terms of this Agreement until such time as a new Collective Agreement comes into effect.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

(e) Effective Date of Agreement

Unless otherwise specified, any revisions to the expired collective agreement will be effective from the date of ratification by the Employer and the Union.

ARTICLE 48 – MORE FAVOURABLE RATE OR CONDITION

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

ARTICLE 49 – REGISTERED RETIREMENT SAVINGS PLAN

Group RRSP

1. All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary. The employee may enroll in the plan on January 1 of each year by providing thirty (30) days written notice to the Employer.
2. Or upon completion of the probationary period.
3. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
 - i. 1% of regular earnings; or
 - ii. 1.5% of regular earnings; or
 - iii. 1.75% of regular earnings; or
 - iv. (Effective May 1, 2023) 2% of regular earnings.

The Employer shall match the contributions made by each employee.

4. Employees may opt to increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by

providing thirty (30) days written notice to the Employer.

5. The Employer will administer the Plan.
6. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.
7. Employees shall be able to increase their contribution rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deduction.

WAGE SCHEDULE "A"

Wages

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 meet within sixty (60) days to discuss wage rates.

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

**SIGNED ON BEHALF OF
UNION:**

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

DATE SIGNED

DATE SIGNED

WAGE SCHEDULE

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement on the dates set out on the Wage Schedule.

Licensed Practical Nurse	Current Rate
	2.3% G.W.I.
*Start	\$27.23
1 Years	\$28.07
2 Years	\$28.89
4 Years	\$29.44
6 Years	\$29.72
8 Years	\$30.01

*Start rate is for newly licensed LPN.

LPN's are paid commensurate with experience in the LPN classification.

Care Aides and Activity Workers	Current Rate
	2.3% G.W.I.
Start	\$21.73
488 hrs	\$22.09
1,950 hrs	\$22.44
3,900 hrs	\$22.81

**The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024**

Support Services		Current Rate
		2.3% G.W.I.
Cook	Start	\$20.21
	488 hours	\$20.77
Cook Assistant	Start	\$17.22
	488 hours	\$17.77
Reception	Start	\$18.20
	488 hours	\$18.75
House-keeping / Laundry / Dietary Aide	Start	\$17.22
	488 hours	\$17.77
Dining Room Attendant	Start	\$17.22
	488 hours	\$17.77

Note: First Response Premium \$1.00 per hour. Premium is paid for all hours worked performing or responsible for the First Responder duties. Where a position is responsible for first responder duties, this information will be included in the job posting information.

ADDENDUM #1 - CASUAL EMPLOYEES

- (1) 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.
 - (d) Intermittent and non-recurring work.
- (2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 12.
- (3) Part-time employees may also register for casual work, provided there are no overtime costs. Part-time employees shall be placed on the casual registry in accordance with their seniority. All hours worked by part-time employees accumulate for the purposes of all benefits.
- (4) The probationary period for casual employees shall be four-hundred-and-eighty-eight (488) hours worked.
- (5) Employees on the casual list shall be called into work as follows:
 - a) When a vacancy arises and there are three (3) hours or less before the start of the shift (or first shift of a block of shifts) to be filled, the shift shall be filled at the discretion of the Employer without having to consider seniority. In the case of a block of shifts, the remainder of the block (less the first shift) shall be called out in order of seniority.
 - b) Where a vacancy arises and there is more than three (3) hours before the start of the shift(s) to be filled, the shift(s) shall be called out in order of seniority.

- c) Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and capable of performing the work being assigned in the job classification for which they are registered.
 - d) All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time the vacancy was known, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of 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 it at a mutually agreeable time.
- (6) For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (7) Seniority List – The master casual employee seniority list and the classification registries shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees hired between Adjustment dates 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.

***The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024***

- (8) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- (9) The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.
- (10) Casual employees shall receive four percent (4%) of their straight-time pay in lieu of 10 days scheduled vacation for the first 1,950 hours worked and 6% thereafter, and four-point-four percent (4.4%) in lieu of the eleven (11) statutory holidays.
- (11) A casual employee will provide the Employer with their availability to work in writing by the fifteenth (15th) day of each month, for the following month.
- (12) The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- (13) Casual employees who accept a shift have the same obligation to fill the shift as a regular employee and may be subject to discipline without a bonafide reason for absence.
- (14) Casual employees who have not been available for work for three (3) consecutive months and who do not have a bonafide reason may have their employment terminated.

The Employer will send a registered letter to the Employee and Local warning the Employee of their imminent removal from the list if they do not respond to the Employer within the timeframe indicated in the letter.

ADDENDUM #2 – ELECTRONIC CASUAL CALL OUT

The following is 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.

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

- i) Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number and indicate their preference (text or phone) of how they wish to be contacted for relief work.
- ii) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.
- iii) If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- iv) When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone as per a, b, and c below. Employees

without text options registered, shall be called as per 8 (ii) above at the phone number provided. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.

- a) Where a vacancy occurs with more than 3 hours but less than 4 hours in advance, the casual employees shall have 5 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
- b) Where a vacancy occurs more than 4 hours, but less than 48 hours in advance, the 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 blocks of shifts within the time limit.
- c) Where a vacancy occurs with more than 48 hours, advance, the casual employee shall have 4 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.
- d) Where a vacancy occurs with more than 72 hours in advance, the casual employees shall have 4 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) The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shift at the time of the call out.
- v) 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.
- vi) All calls/texts as per the above shall be recorded and maintained for the purpose, which shall show the name of the employee called, the time the vacancy was known, the time that the contact was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone/text or if a message was left, and the signature/contact information of the person who

made the call/contact. 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.

- vii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- viii) All electronic communications regarding relief work shall include the following in the message:
- a) Time of the electronic call out.
 - b) Details of relief work being offered, including date, location and shift times.
 - c) Appropriate response time (see point (iv) a, b, c and d above).
 - d) Number of employees to respond to.
 - e) The Employer shall confirm with the successful applicant as soon as the assignment is made.

MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH**

**RE: Licensed Practical Nurses (LPN) and Activity Workers
(AW) – Hired Prior to May 1, 2013**

The purpose of this Memorandum of Agreement (MOA) is to vary and protect the existing terms and conditions of employment for Licensed Practical Nurses and Activity Workers employed by Well Being Services (QB) Ltd. prior to May 1, 2013. The terms of this MOA continue until such time as the LPN or AW leaves the employ of the Employer.

1. Paul Couture LPN
2. Kimberly Howell LPN
3. Nicole Robinson LPN
4. Susan Vessey AW
5. Patricia Whitby LPN
6. Christine Brennan LPN

Except where specifically identified in this Memorandum as a later date, it is understood and agreed by the Parties changes are effective May 1, 2013 and apply to all regular employees listed above.

- (1) **Casual Employee:** A casual employee who obtains a regular position with the Employer will not have any reduction in their rate of pay and will receive all general wage increases in full.

- (2) **Special Leave (Patricia Whitby only):** Special Leave banks will be retained for use by the employee and no further accruals occur effective May 1, 2013. There is no special leave article in the revised collective agreement. Special leave hours may be utilized for time off related to Article 18.09 Family Responsibility Leave.
- (3) **Health and Welfare Benefits (Susan Vessey and Patricia Whitby only):** The current health and welfare plan benefits, including Long Term Disability (Sun Life contract 56056 effective April 1, 2011) and premium payments for employees will continue unchanged.

**SIGNED ON BEHALF OF
UNION:**

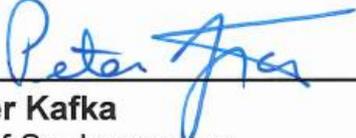
**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



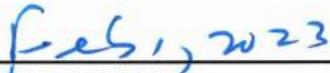
Noel Gulbransen
Negotiator



DATE SIGNED



Peter Kafka
Chief Spokesperson



DATE SIGNED

MEMORANDUM OF AGREEMENT #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH

RE: Employment Security

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

No later than one hundred and twenty (120) days prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer intends, it shall provide the Union with information on the intended contracting out prior to commencing contracting out, and will discuss in good faith any alternatives raised by the Union.

**SIGNED ON BEHALF OF
UNION:**



Noel Gulbransen
Negotiator

11/21/22
DATE SIGNED

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Peter Kafka
Chief Spokesperson

Feb 1, 2023
DATE SIGNED

MEMORANDUM OF AGREEMENT #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH

RE: Activity Worker Classification - Break Period

When special events, outings or circumstances prevent an employee from taking an uninterrupted break during the shift, the employee shall be compensated with straight-time wages. When possible, the employee will request approval in advance of the circumstance and such approval will not be unreasonably withheld.

**SIGNED ON BEHALF OF
UNION:**

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Noel Gulbransen
Negotiator



DATE SIGNED



Peter Kafka
Chief Spokesperson



DATE SIGNED

MEMORANDUM OF AGREEMENT #4

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH

RE: Employment Standards Language

Pregnancy Leave

A pregnant employee is entitled to up to 17 consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than 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 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 6 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 of 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.

Parental Leave

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

A birth mother 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 requests 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.

***Compassionate Care Leave**

An employee can take up to 27 weeks of unpaid leave within a 52 week period to care for or support a gravely ill family member.

The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within 26 weeks.

"Family member" means, in addition to someone who is a member of the employee's immediate family*:

- In relation to an employee:
 - An employee's step-sibling, aunt or uncle, niece or nephew;

- A current or former foster parent, foster child, ward or guardian; or
- The spouse of a sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian.
- In relation to an employee's spouse:
 - A parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew;
 - A current or former foster parent or ward; and
 - Anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

Leave Respecting Disappearance of Child

If an employee's child disappears in circumstances where it is likely that the disappearance is the result of a crime, the employee is entitled to up to 52 weeks of leave. The employee may take leave in different units of time with the Employer's consent.

The leave ends 14 days after the child is found alive, the date the child is found dead (in which case the employee is entitled to leave respecting the death of a child), at the end of the 52 weeks off, or if the employee has taken time off in different units, the last day of the last unit of time.

The leave ends if it becomes probable that the child's disappearance was not the result of a crime or the employee is charged with a crime in relation to the child's disappearance.

Leave Respecting Death of Child

If an employee's child dies, the employee is entitled to up to 104 weeks of leave. The leave starts on the date of the child's death or, in the case of a child who disappeared, on the date the child is found dead. The employee may take leave in different units of time with the Employer's consent.

The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024

The leave ends at the end of the 104 weeks off, or if the employee has taken time off in different units, the last day of the last unit of time.

The leave ends if the employee is charged with a crime in relation to the child's death.

Critical Illness or Injury Leave

1. Family member means:
 - a) A member of an employee's immediate family, as defined in the Bereavement Leave above.
2. An employee requesting Critical Illness or Injury Leave pursuant to the *Employment Standards Act* is entitled to:
 - a) Up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - b) Up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.

Leave respecting domestic or sexual violence

An employee requesting leave respecting domestic or sexual violence pursuant to the *Employment Standards Act* is entitled during each calendar year to:

- a) Up to 5 days of paid leave,
- b) Up to 5 days of unpaid leave, and
- c) Up to 15 weeks of additional unpaid leave.

***Employment Considered Continuous**

If an employee is on any of the leaves referred to in this factsheet or is on jury duty, employment is considered continuous for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee.

With the exception of reservists' leave, an employer must continue to make payments to any such plans unless the employee chooses not to continue with their share of the cost of a plan.

The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024

The employee is entitled to all increases in wages and benefits that the employee would have received if not on leave.

***Conditions of Employment to Remain the Same During Leave**

An Employer may not terminate an employee, or change a condition of employment, because of a leave or jury duty without the employee's written consent.

***Return to Work**

When the leave or jury duty ends, and employee must be returned to their former position or to a comparable position. It is the employer's responsibility to contact the employee to make arrangements for the employee's return-to-work.

**SIGNED ON BEHALF OF
UNION:**

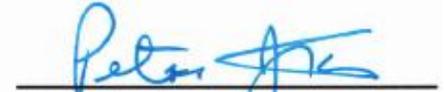


Noel Gulbransen
Negotiator



DATE SIGNED

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Peter Kafka
Chief Spokesperson



DATE SIGNED

LETTER OF UNDERSTANDING #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH

RE: Health Benefits and LTD

The Employer and the Union shall meet within thirty (30) days of the sale of The Gardens at Qualicum Beach to the Care Group. The purpose of the meeting will be to discuss the viability of inclusion of the Health Care and LTD Plans with the new Employer that meet or exceed the current provisions within the 2018-2021 Collective Agreement. The discussions shall include the Unions demands during the recent round of bargaining for consideration.

**SIGNED ON BEHALF OF
UNION:**

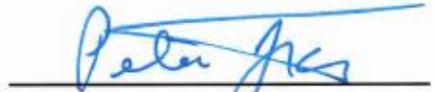


Noel Gulbransen
Negotiator

11/21/22

DATE SIGNED

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Peter Kafka
Chief Spokesperson

Feb 1, 2023

DATE SIGNED

LETTER OF UNDERSTANDING #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

QUALICUM QUALITY CARE SERVICES LTD.
THE GARDENS AT QUALICUM BEACH

RE: LTD Task Force

The Employer and the Union shall meet within sixty (60) days of ratification to discuss the current LTD Plan along with alternative LTD Plans which may be more cost effective for employees. Each party may appoint up to three members to the task force. Either party may include the advice of subject matter experts in these discussions. If the task force recommends an alternative LTD Plan, the implementation of an alternate LTD Plan shall be subject to the ratification of the union membership.

This LOU shall expire March 31, 2023 unless the parties mutually agree to extend the deadline.

**SIGNED ON BEHALF OF
UNION:**



Noel Gulbransen
Negotiator

4/21/22
DATE SIGNED

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Peter Kafka
Chief Spokesperson

Feb 1, 2023
DATE SIGNED

APPENDIX A

RE: Vacations – Article 25, Definition of a Day (WOP)

The Parties agree there has been some confusion as to the interpretation of “day” as it is used in Article 25 – Vacation. This is especially true when an employee works a scheduled rotation that is not 37.5 hours per week.

The calculation to determine a rotation’s “average weekly” and “average daily” hours to define “day” or “week” in Article 25 – Vacations is:

Number of worked shifts in rotation (one repetition) x hours per shift ÷ number of weeks the rotation takes to start repeating ÷ normal work days in a week (5) = average hours per day

The examples below are for a 5 on; 2 off rotation (working 4 hour shifts) and a 4 on; 2 off rotation (working 7.5 hour shifts):

1. 5 on; 2 off rotation with 4 hour shifts

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	4 HOURS	4 HOURS	4 HOURS	4 HOURS	4 HOURS	OFF
OFF Starts to repeat after 1 week	4 HOURS	4 HOURS	4 HOURS	4 HOURS	4 HOURS	OFF

5 (worked shifts) x 4 (hours per shift) ÷ 1 (weeks to repeat) ÷ 5 (normal days in a week) = 4 hours (average daily hours)

The Gardens at Qualicum Beach / Hospital Employees' Union
May 1, 2021 – April 30, 2024

Therefore a “day” as per Article 25 is 4 hours.

$$5 \times 4 = 20 \text{ hours/rotation}$$

$$20 \div 1 = 20 \text{ hours (average weekly hours)}$$

$$20 \div 5 = 4 \text{ hours (average daily hours)}$$

$$* 15 \text{ days' vacation (3 weeks)} = 15 \times 4 \text{ hours} = 60 \text{ hours vacation}$$

2. 4 on; 2 off rotation with 7.5 hour shift

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
7.5 HOURS	7.5 HOURS	7.5 HOURS	7.5 HOURS	OFF	OFF	7.5 HOURS
7.5 HOURS	7.5 HOURS	7.5 HOURS	OFF	OFF	7.5 HOURS	7.5 HOURS
7.5 HOURS	7.5 HOURS	OFF	OFF	7.5 HOURS	7.5 HOURS	7.5 HOURS
7.5 HOURS	OFF	OFF	7.5 HOURS	7.5 HOURS	7.5 HOURS	7.5 HOURS
OFF	OFF	7.5 HOURS	7.5 HOURS	7.5 HOURS	7.5 HOURS	OFF
OFF	7.5 HOURS	7.5 HOURS	7.5 HOURS	7.5 HOURS	OFF	OFF
7.5 HOURS Starts to repeat after 6 weeks	7.5 HOURS	7.5 HOURS	7.5 HOURS	OFF	OFF	7.5 HOURS

$$28 \quad \times \quad 7.5 \quad \div \quad 6 \quad \div \quad 5 \quad = \quad 7 \text{ hours}$$

(worked shifts) (hours per shift) (weeks to repeat) (normal days in a week) (average daily hours)

Therefore a “day” as per Article 25 is 7 hours.

$$28 \times 7.5 = 210 \text{ hours per rotation}$$

$$210 \div 6 = 35 \text{ hours (average weekly hours)}$$

$$35 \div 5 = 7 \text{ hours (average daily hours)}$$

$$* 15 \text{ days (3 weeks) vacation} = 15 \times 7 = 105 \text{ hours vacation}$$

NOTES:

1. If an employee was entitled to 15 days (105 hours) vacation they would be entitled to take 15, 7 hour days or 14, 7.5 hour days of vacation.
2. Employees accrue vacation on straight time hours paid. If an employee picks up extra (relief) shifts that are paid at straight time rates, these shifts will count towards their vacation accrual.
3. As June 30th each year is the end of the vacation accrual period, an accurate accounting of vacation entitlement is not available until then. As of July 1st an employee starts accruing vacation for the next calendar year.

**SIGNED ON BEHALF OF
UNION:**

**SIGNED ON BEHALF OF THE
THE EMPLOYER:**



Máire Kirwan
Coordinator – Private Sector



Gavin McIntosh
Vice President Operations and
Finance



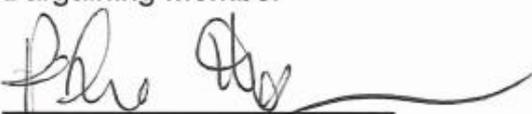
Noel Gulbransen
Negotiator



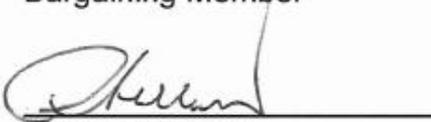
Peter Kafka
Chief Spokesperson



Alyssa Demers
Bargaining Member



Phil Henderson
Bargaining Member



Shelley Wilson
Bargaining Member

November 24, 2022

DATE SIGNED

DATE SIGNED